

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS****DO NOT WRITE IN THIS SPACE**Case
07-CB-297648Date Filed
6-13-2022

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name SEIU HEALTHCARE MICHIGAN	b. Union Representative to contact (b) (6), (b) (7)(C) Title: (b) (6), (b) (7)(C)	
c. Address (Street, city, state, and ZIP code) 3031 W. GRAND BLVD. MI DETROIT 48202	d. Tel. No. (866) 673-4846	e. Cell No. (b) (6), (b) (7)(C)
	f. Fax No.	g. e-Mail
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) (1)(A) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Name of Employer BEAUMONT HEALTH	4a. Tel. No. (734) 671-3800	b. Cell No.
	c. Fax No.	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) 5400 FORT STREET MI TRENTON 48183		6. Employer representative to contact
7. Type of establishment (factory, mine, wholesaler, etc.)	8. Identify principal product or service	9. Number of workers employed
10. Full name of party filing charge (b) (6), (b) (7)(C)	11a. Tel. No. (b) (6), (b) (7)(C)	b. Cell No.
11. Address of party filing charge (street, city, state and ZIP code.) (b) (6), (b) (7)(C)	c. Fax No.	d. e-Mail (b) (6), (b) (7)(C)

12. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief..

C D A

Carla D A kens

(signature of representative or person making charge) (Print/type name and title or office, if any)

615. Griswold St. Suite 709
Detroit MI 48226

Address _____ (date) 06/13/2022 02:55:10 PM

Tel. No. (844) 835-2993
Cell No.
Fax No.
e-Mail carla@aikenslawfirm.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(b)(1)(A)

Within the previous six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the Charging Party's grievance for arbitrary or discriminatory reasons or in bad faith.

Additional Information in Support of Charge

Charging Party Name : (b) (6), (b) (7)(C)

Inquiry Number : (b) (6), (b) (7)(C)

Date Submitted : 06/13/2022 02:55:10 PM

Please provide a brief description of the specific conduct involved in your charge. The information you provide may be viewed by the charged party in the event of a formal proceeding, so PLEASE DO NOT GIVE A DETAILED ACCOUNT OF YOUR CHARGE OR A LIST OF POTENTIAL WITNESSES AT THIS TIME. A Board Agent will contact you to obtain this and other detailed information after your charge is docketed. After you submit this E-Filed Charge form, you will receive a confirmation email with an Inquiry Number (Sample Inquiry Number: 1-1234567890) and a link to the E-Filing web page. You may use the link and the Inquiry number provided in the email to e-file any additional documents you wish to present in support of your charge.

Additional Information Provided:

I have repeatedly requested the (b) (6), (b) (7)(C), to file a grievance against Beaumont for writing me up on (b) (6), (b) (7)(C)/22. I sent multiple emails to (b) (6), (b) (7)(C). I sent the documents that prove that I didn't do anything wrong as (b) (6), (b) (7)(C) requested on (b) (6), (b) (7)(C)/22. I never heard from (b) (6), (b) (7)(C) so I sent emails on (b) (6), (b) (7)(C)/22, (b) (6), (b) (7)(C)/22 and (b) (6), (b) (7)(C)/22. On (b) (6), (b) (7)(C)/22 (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) is busy and dealing with (b) (6), (b) (7)(C). I sent more emails on (b) (6), (b) (7)(C)/22 with no answer. I requested for (b) (6), (b) (7)(C) to send me someone else's information with name, number and email since (b) (6), (b) (7)(C) is too busy on (b) (6), (b) (7)(C)/22. I didn't hear from (b) (6), (b) (7)(C) until (b) (6), (b) (7)(C)/22 with a person named (b) (6), (b) (7)(C), no last name and (b) (6), (b) (7)(C) with no information on how to contact them. I tried to find (b) (6), (b) (7)(C) but could not find (b) (6), (b) (7)(C) on the Beaumont website under the employees that work for Beaumont, According to the union book I was to file a Grievance within 7 working days after the charge but nothing was ever done..

REGION 7 – DOCKET SHEET (Charge Against EMPLOYER ☐ UNION ☒)

Inquiry #	Case #
Method of Receipt:	E-Filed

Assigned To	Supervisor	KNEPP	Agent	TEMPLE
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Dispute Location	City	Trenton	State	MI
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10(j) (Check if Applicable)	<input type="checkbox"/>	*Place check mark in the 10(j) box in the charge action*
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Bargaining Status (Check One)

Existing Contract	<input checked="" type="checkbox"/>	None	<input type="checkbox"/>
Seeking Initial Contract	<input type="checkbox"/>	Organizational Campaign	<input type="checkbox"/>
Seeking Successor Contract	<input type="checkbox"/>		

No. of 8(a)(3) Discriminatees		*** Add Backpay Paragraph by checking the backpay box in the CP docketing template***
Number of 8(b)(2) Distriminatees		
Date Filed (Action Disposition Date)	6-13-22	

IA Category	2	Due	9/12/22
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Case Research	no previous cases found
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Comments	
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Section	(CA) Allegations	Apply	Section	(CB) Allegations	Apply
8(a)(1)	Coercive Actions (Surveillance, etc.)		8(b)(1)(A)	Coercion, incl'g Statements and Violence	
	Coercive Rules			Denial of Access	
	Coercive Statements (Threats, Promises of Benefits, etc.)			Discipline (including charges/fines)/Harassment	
	Concerted Activities (Retaliation, Discharge, Discipline)			Duty of Fair Representation, incl'g Superseniority, denial of access	X
	Denial of Access			Hiring Halls	
	Discharge of Supervisor (Parker-Robb Chevrolet)			Picketing/Strike Actions	
	Interrogation (including Polling)			Rules: Coercive	
	Lawsuits			Union Dues and/or Membership Related (including excessing fees)	
	Weingarten				
			8(b)(1)(B)	Fund Contribution Related	
8(a)(2)	Assistance			Lawsuits	
	Domination			Other Allegations	
	Unlawful Recognition			Statements/Threats/Violence	
8(a)(3)	Changes in Terms and Conditions of Employment		8(b)(2)	Hiring Hall Related	
	Discharge (including Layoff and Refusal to Hire (not salting))			Lawsuits	
	Discipline			Union Security Related Actions	
	Lockout			Causing Employer to Discriminate/Retaliate	
	Refusal to Consider/Hire Applicant (salting only)				
	Refusal to Hire Majority		8(b)(3)	Failure to Sign Agreement	
	Refusal to Reinstate E'ee/Striker (e.g. Laidlaw)			Refusal to Bargain/Bad Faith or Surface Bargaining	
	Retaliatory Lawsuit			Refusal to Furnish Information	
	Shutdown or Relocate/Subcontract Unit Work			Repudiation/Modification of Contract	
	Union Security Related Actions				
			8(b)(4)(A)	Lawsuits/Grievances	
8(a)(4)	Changes in Terms and Conditions of Employment			Picketing/Handbilling	
	Discharge (including Layoff and Refusal to Hire)			Statements	
	Discipline				
	Refusal to Reinstate Employee/Striker		8(b)(4)(B)	Lawsuits/Grievances	
	Shutdown or Relocate/Subcontract Unit Work			Picketing/Handbilling	
				Statements	
8(a)(5)	Alter Ego				
	Failure to Sign Agreement		8(b)(4)(C)	Lawsuits/Grievances	
	Refusal to Bargain/Bad Faith Bargaining (Incl'g Surface Bargaining/direct dealing)			Picketing/Handbilling	
	Refusal to Furnish Information			Statements	
	Refusal to Recognize				
	Repudiation/Modification of Contract (Sec 8(d)/Unilateral Changes)		8(b)(4)(D)	All Allegations	
	Shutdown or Relocate (e.g. First National Maint.) Subcontract Work				
			8(b)(5)	All Allegations	
8(e)	All Allegations against an Employer				
			8(b)(6)	All Allegations	
			8(b)(7)(A)	All Allegations	
			8(b)(7)(B)	All Allegations	
			8(b)(7)(C)	All Allegations	
			8(e)	All Allegations against a Labor Organization	
			8(g)	All Allegations	



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7

Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Agency Website: www.nlr.gov
Telephone: (313)226-3200
Fax: (313)226-2090



Download
NLRB
Mobile App

June 15, 2022

(b) (6), (b) (7)(C)

Re: SEIU Healthcare Michigan
(Beaumont Health)
Case 07-CB-297648

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on June 13, 2022 has been docketed as case number 07-CB-297648. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Kelly Temple whose telephone number is (313)335-8070. If this Board agent is not available, you may contact Supervisory Examiner Jason E. Knepp whose telephone number is (313)335-8028.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to

take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case **MUST** be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability.

Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Elizabeth Kerwin". The signature is written in a cursive style with a large, sweeping flourish at the end.

Elizabeth Kerwin
Regional Director

cc: Carla D. Aikens, Attorney
Carla D. Aikens, P.L.C.
615 Griswold Street
Suite 709
Detroit, MI 48226



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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Download
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Mobile App

June 15, 2022

Beaumont Health
5400 Fort Street
Trenton, MI 48183

Re: SEIU Healthcare Michigan
(Beaumont Health)
Case 07-CB-297648

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case may be fully investigated more quickly.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Elizabeth Kerwin". The signature is written in a cursive style with a large, sweeping flourish at the end.

Elizabeth Kerwin
Regional Director

Enclosures

1. Copy of Charge
2. Commerce Questionnaire

Copy of charge only sent to:

Ms. Patricia M. Leonard,
Director of Labor Relations
Beaumont Health Corporate
26901 Beaumont Boulevard (2C-2712)
Beaumont Service Center, Human
Resources Labor Relations
Southfield, MI 48033

Sara B. Kalis, Attorney
Littler Mendelson, P.C.
80 South 8th Street, Suite 1300
Minneapolis, MN 55402-2136

Kelly Temple **QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME SEIU Healthcare Michigan (Beaumont Health)	CASE NUMBER 07-CB-297648
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1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).**

7A. PRINCIPAL LOCATION:	7B. BRANCH LOCATIONS:
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8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:	B. AT THE ADDRESS INVOLVED IN THIS MATTER:
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9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES _____)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
------	-------	----------------	-------------

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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Download
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June 15, 2022

SEIU Healthcare Michigan
Attn: (b) (6), (b) (7)(C)
3031 West Grand Boulevard
Detroit, MI 48202

Re: SEIU Healthcare Michigan
(Beaumont Health)
Case 07-CB-297648

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

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Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive

correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Elizabeth Kerwin" followed by a large, sweeping flourish.

Elizabeth Kerwin
Regional Director

Enclosure: Copy of Charge

Copy of charge only sent to:

Mr. Scott Holiday, Chief of Staff
SEIU Healthcare Michigan
3031 West Grand Boulevard
Suite 555
Detroit, MI 48202

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**SEIU HEALTHCARE MICHIGAN (BEAUMONT
HEALTH)**

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 07-CB-297648

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 15, 2022, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Scott Holiday, Chief of Staff
SEIU Healthcare Michigan
3031 West Grand Boulevard
Suite 555
Detroit, MI 48202

SEIU Healthcare Michigan
Attn: **(b) (6), (b) (7)(C)**
3031 West Grand Boulevard
Detroit, MI 48202

(b) (6), (b) (7)(C)

Sara B. Kalis, Attorney
Littler Mendelson, P.C.
80 South 8th Street, Suite 1300
Minneapolis, MN 55402-2136

Carla D. Aikens, Attorney
Carla D. Aikens, P.L.C.
615 Griswold Street
Suite 709
Detroit, MI 48226
Ms. Patricia M. Leonard,
Director of Labor Relations
Beaumont Health Corporate
26901 Beaumont Boulevard (2C-2712)
Beaumont Service Center, Human Resources
Labor Relations
Southfield, MI 48033

Beaumont Health
5400 Fort Street
Trenton, MI 48183

June 15, 2022

Date

Carol A. Koper, Designated Agent of
NLRB

Name
/s/ Carol A. Koper

Signature

From: [Temple, Kelly](#)
To: [Leonard, Patricia M](#)
Subject: RE: 07-CB-297648
Date: Tuesday, July 12, 2022 8:15:00 AM

Ms. Leonard,

I am just returning from leave. I will contact you later this week regarding the above charge. Thank you.

Kelly Temple
Field Attorney
NLRB-Region 7

(313)335-8070 – Office
(202)288-6558 – Cell

-----Original Message-----

From: Leonard, Patricia M <Patricia.Leonard@beaumont.org>
Sent: Wednesday, July 6, 2022 10:41 AM
To: Temple, Kelly <kelly.temple@nlrb.gov>
Cc: (b) (6), (b) (7)(C) @beaumont.org
Subject: 07-CB-297648

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to nlrbirc@nlrb.gov <<mailto:nlrbirc@nlrb.gov>>.

Ms. Temple,

If you need information regarding the above charge against SEIU, could you please contact me via e-mail at patricia.leonard@beaumont.org. The mailing system is delayed and this would enable me to respond sooner. Thanks.

Patricia Leonard | Director Labor Relations Beaumont Health Service Center
26901 Beaumont Blvd | Southfield | MI | 48033
Cell: 734-649-0189
Patricia.leonard@beaumont.org

Confidentiality Notice:

This e-mail, including any attachments is the property of Beaumont Health and is intended for the sole use of the intended recipient(s). It may contain information that is privileged and confidential. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please delete this message, and reply to the sender regarding the error in a separate email.

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

Beaumont

CORRECTIVE ACTION FORM

Use for Represented
Employees ONLY

EMPLOYEE INFORMATION

Employee ID (b) (6), (b) (7)(C)	Dates of Prior disciplines within past year (b) (6), (b) (7)(C)/21 (b) (6), (b) (7)(C)/21	
Last Name (b) (6), (b) (7)(C)	First Name (b) (6), (b) (7)(C)	Initial
Job Title (b) (6), (b) (7)(C)		
Department Patient Registration		
Location BH-Trenton	Check One <input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Temporary (contingent)	Bargaining Position <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hire Date (b) (6), (b) (7)(C)		

INCIDENT INFORMATION

Date Reported (b) (6), (b) (7)(C)/2022	Incident Type M01	See back of this form for Incident Type Codes.
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Supervisor
Name

ACTION TAKEN

Action Step	<input type="checkbox"/> Counseling <input type="checkbox"/> Written Warning #1 <input checked="" type="checkbox"/> Written Warning #2 <input type="checkbox"/> Suspension Pending Investigation	<input type="checkbox"/> 3 Day <input type="checkbox"/> 5 Day Suspension - (List Dates): <input type="checkbox"/> Termination - (Note Termination Date): (Termination must have approval of ACC Leader.)
-------------	---	---

Action Date (b) (6), (b) (7)(C) 20	Action Discussed With (Supervisor) (b) (6), (b) (7)(C)
------------------------------------	--

Description of Incident	Date of Incident (b) (6), (b) (7)(C)/2022
-------------------------	---

(b) (6), (b) (7)(C) registered a surgery patient and let (b) (6) through for (b) (6) scheduled surgery without updating the account with active insurance, or without collecting the cash pay amount due before the service, and without contacting a Benefit Advisor to see the patient for program assessment, despite the account being marked self-pay and being emailed the day before by (b) (6) supervisor about the pt. (b) (6), (b) (7)(C) also did not contact (b) (6) on site supervisor to notify of the patient's insurance issue or to notify that the pt was not prepared to pay. (b) (6), (b) (7)(C) instead notated the patient's account and allowed the pt to proceed for service.

Supervisor/Manager Signature	Date (b) (6), (b) (7)(C)/2022
Director Signature	Date
ACC Leader Signature	Date

EMPLOYEE COMMENTS

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Signature of Employee	Date
-----------------------	------

* Employee signature does not indicate agreement, merely receipt of this report.

Witness Signature (b) (6), (b) (7)(C)	Date
Steward Signature	Date (b) (6), (b) (7)(C) 2022

(b) (6), (b) (7)(C) /2022

I was written up for not contacting the benefit Advisor or contacting my supervisor per the patient was a cash paying patient. According the notes the Ba was trying to contact the patient and the chart was flagged for the Benefit advisor. I was trained to inform the patient of their responsibility for the bill and if they were a cash patient or not that I could not deny the medical services and was to flag the patient chart to have the Benefit advisor to call the patient or go to their room talk with them, which it was already on the benefit advisor's work queue.

In the meeting with (b) (6), (b) (7)(C) gave me a financial assistance workflow pamphlet (b) (6), (b) (7)(C) /22. I refused to sign it because I told them I did nothing wrong and that is not the way I was trained to do my job and no one ever told me I had to contact the Benefit advisor or management for approval. In the documentation (b) (6), (b) (7)(C) gave me nowhere did it state that I was to contact my supervisor or Benefit advisor for approval, and nothing in the notes from the Benefit Advisor notes did it state to contact them. When I brought this up to (b) (6), (b) (7)(C) the next day (b) (6), (b) (7)(C) /22 informed me that it on the Beaumont website. (b) (6), (b) (7)(C) printed out the rules and stated I should of looked at the "Propensity to pay." But I was never trained to look there and when I asked my co-workers they have no idea either.

I was registering a patient again in surgery department few days later. I saw under the Propensity to pay" to contact (b) (6), (b) (7)(C), so I called (b) (6), (b) (7)(C) and informed (b) (6), (b) (7)(C) of the patient and (b) (6), (b) (7)(C) needed to come see them. And this patient had insurance coverage. When (b) (6), (b) (7)(C) showed up I explained to (b) (6), (b) (7)(C) about the Propensity to pay it stated to contact (b) (6), (b) (7)(C); and (b) (6), (b) (7)(C) said, I don't even know what that is. So, I showed (b) (6), (b) (7)(C) on the computer and (b) (6), (b) (7)(C) stated, that (b) (6), (b) (7)(C) never put that there and (b) (6), (b) (7)(C) has no idea how it was added to the account been doing this job for a long time.

So if no one knows about this propensity to pay including my co-workers, and Benefit advisor who does the insurance verification and obtains authorizations and no one put notes into the chart to contact the supervisors or benefit advisors before letting the patient have their surgery; why is it that I'm being held at a higher standard than everyone else in the department?

The write up was because they knew my other write up was coming off on the following week per (b) (6), (b) (7)(C) stated that in the meeting and this would be warring number 1 again. But, Beaumont health is mad because I turned them into the EEOC for not allowing me to wear an N95 mask during the pandemic in 2020 and they heard from my lawyer, and ever since then they have been writing me up continuously to harass me and try to fire me.

(b) (6), (b) (7)(C)

Corrective Action - Incident Types

Disciplinary Type	Description
<u>M01</u> (minor)	<u>Poor Job Performance</u>
<u>M02</u> (minor)*	<u>Behaviors Contrary/Inconsistent</u>
<u>MN3</u> (minor)	<u>Fail Comply Policy Procedure</u>
<u>MN4</u> (minor)	<u>Fail Comply Training</u>
<u>MN5</u> (minor)	<u>Dress Code</u>
<u>MN6</u> (minor)	<u>Privacy Violation</u>
<u>M10</u> (major)	<u>False Work Records</u>
<u>M11</u> (major)	<u>Conflict Interest</u>
<u>M12</u> (major)	<u>False Emp App</u>
<u>M13</u> (major)	<u>Ext Criminal Activity</u>
<u>M14</u> (major)	<u>Neglect Duty</u>
<u>M15</u> (major)	<u>Patient Abandonment</u>
<u>M16</u> (major)	<u>Insubordination</u>
<u>M17</u> (major)	<u>HIPAA Violations</u>
<u>M18</u> (major)	<u>Illegal Acts Work</u>
<u>M19</u> (major)	<u>Improper Conduct</u>
<u>M20</u> (major)*	<u>Behav Con MVV/PFCC</u>
<u>M21</u> (major)	<u>Working Impaired</u>
<u>M22</u> (major)	<u>Possess or Use alcohol drugs</u>
<u>M23</u> (major)	<u>Possess firearms/weapons</u>
<u>M24</u> (major)	<u>Reckless behavior</u>
<u>MA7</u> (major)	<u>Theft/Diversion</u>
<u>MA8</u> (major)	<u>Willfull Property Damage</u>
<u>MA9</u> (major)	<u>Improper Use Conf Data</u>

(b) (6), (b) (7)(C) OF Meeting
22
7 pages

Beaumont
Patient Access Registration
Financial Assistance Workflow- Scheduling & Registration 2019

Beaumont is a non-profit hospital organization; profit is invested back into operations and many services are provided to patients in our community based on specified, established criteria.

As a non-profit hospital organization, Beaumont must comply with 501 (r) regulations. These general requirements are:

- Conduct a community health needs assessment and adopt an implementation strategy at least once every three years
- Establish written Financial Assistance and emergency medical care policies
- Limit amounts charged for emergency or other medically necessary care to individuals eligible for assistance under the hospital's Financial Assistance Policy
- Make reasonable efforts to determine whether an individual is eligible for assistance under the hospital's Financial Assistance Policy before engaging in extraordinary collection actions against the individual

Our Beaumont facilities have **Benefit Advisors** that work with patients in our community to help determine their program eligibility and act as their representative throughout the application process. However, many patients are not aware of the program options available to them, such as:

- Interest free payment plans
- Medicaid
- Affordable Care Act
- Drug replacement and copay assistance programs
- COBRA (insurance continuation from previous employment)
- Financial Assistance (free or discounted care)

Beaumont employees should be aware of the program options that are available for patients and also understand how each role impacts the entire revenue cycle in order to provide extraordinary care for our patients and their families. Therefore, it is essential to provide the expectations and responsibilities for each role as well as a thorough explanation of the workflow for the Financial Assistance Module.

The **Financial Assistance Module** is a tool that will help identify self-pay patients, improve workflows and assist patients by providing program options. This tool will standardize the Benefit Advisor's role across all Beaumont facilities. It is also expected to bolster the efficiency of revenue cycle by providing a more thorough process for screening, tracking, documenting and approving cases.

Summary of Roles and Responsibilities:

- **Scheduling and Registration** will be responsible for referring patients to a Benefit Advisor by flagging accounts to fall to a screening workqueue or directly contacting a Benefit Advisor to meet with a patient
- **Benefit Advisors** will be responsible for opening, creating and managing Financial Assistance cases from a screening workqueue or direct contact from a Registrar or Scheduler
- A **Follow-up Team** will be responsible for managing and completing cases with a Financial Assistance Tracker that are still open after 30 days and a Medicaid Tracker that are still open after 45 days from the date the tracker was created; these cases will fall to follow-up queues at this time

Scheduling and Registration Process

When a patient is **uninsured (self-pay)** or requests to meet with a **Benefit Advisor**, the Scheduler or Registrar conducting the interview should follow the appropriate process outlined in this document to refer the patient to a Benefit Advisor.

NOTE: The Registrar or Scheduler's role may vary depending on the department process.

Checking Self-pay Box

The **Self-pay** box must be checked when the patient has no Medical Insurance (indicates they are uninsured) or does not have insurance cards with them and the Registrar cannot validate that active coverage exists (via RTE or Coverage Discovery).

Complete the following steps to check the Self-pay box:

- From the **Hospital Account**, click on the **Coverage Info** form
- Check the **Self-pay** box
- Checking the Self-pay box, drives the record to fall into a Self-pay screening workqueue
- The Benefit Advisor will then create a case and perform appropriate follow-up with the patient in order to assess for program eligibility
- If insurance is later found during the verification process and added to the guarantor, the **Use Default** button must be clicked in order to update the insurance on the Hospital Account

NOTE: Not checking the **Self-pay** box will be a hard stop when attempting to verify the HAR.

The screenshot displays the 'Registration' application interface. At the top, a navigation bar includes icons and labels for 'Appt Desk', 'PCP', 'Audit Trail', 'Claims Info', 'Verify Pt', 'MSPQ', 'Referrals', 'Auth/Cert', 'Pt Prefs', 'View MSPQ', 'View WOs', 'Auth/Cert Linkage', 'Reg History', and 'Benefit Collection'. On the left, a sidebar menu shows 'Test Patient' with sub-options: 'Encounter Info', 'Provider / Ref Provider', 'Hospital Accounts', 'OP - TEST PATIENT', 'Coverage Info' (highlighted with a red box and an arrow), 'Claim Info', and 'Add'l Billing Info'. Below these are 'Documents' and 'Checklist'. The main content area is titled 'Coverages for Hospital Account 49576182027'. It features a table with columns: 'FO', 'Payor', 'Plan/Group', 'Subs Name', 'Subs ID', and 'Ver Sta'. Below the table, there are buttons for 'Use Default' (highlighted with a red box and an arrow), 'Self-pay' (checked with a red box), 'Terminate', 'Add', and 'Remove'. At the bottom, a message box states 'No Coverages Selected for this Hospital Account'.

Financial Assistance Flag

When a patient is **insured** but **requests** assistance from a **Benefit Advisor**, the encounter should be flagged to refer the patient to a Benefit Advisor.

The encounter should also be flagged to refer the patient to a Benefit Advisor if an **Emergency patient** meets the screening qualifications listed below.

1. Patient has Accident Insurance (Auto, Worker's Comp, Liability, etc.) but no Medical Insurance
2. Patient has Medicare Insurance only, with no secondary insurance
3. Patient has Medicaid Spend down Insurance

NOTE: Emergency Registrars will not complete the Financial Screening Questionnaire with the patient; this will be completed by the Benefit advisor in the Financial Assistance Module.

Complete the following steps to assign the Financial Assistance flag:

- Click on the **Encounter Info** form from within the appropriate visit
- Document "yes" in the **Financial Asst?** field
- Documenting "yes" flags the visit which drives the record to fall into a Self-pay screening workqueue for the Benefit Advisor to create a case and perform appropriate follow-up
- Add a **Hospital Account Note** to document the reason the flag was added

NOTE: You cannot be in a **REG** only view to document this question. You must be within the encounter where the **Hospital Account** folder is located in order for the record to fall into the Self-pay screening workqueue.

The screenshot displays the 'Registration' software interface. At the top, there is a navigation bar with icons and labels for 'Appt Desk', 'PCP', 'Claim Info', 'MSPQ', 'Referrals', 'View MSPQ', 'Patient FYI', 'View WQs', 'Reg History', 'Auth/Cert Linkage', and 'Auth/Cert'. Below this is a sidebar with a tree view containing 'Test Patient', 'Encounter Info' (which is selected and highlighted), 'Provider / Ref Provider...', 'Hospital Accounts', 'Documents', 'Checklist', and 'BL Client Info'. The main area is titled 'Encounter Info' and contains several fields: 'Service:' (a dropdown menu), 'Point of Origin:' (a dropdown menu showing 'Non-Health Care Facility Point'), 'Accident related?' (a dropdown menu showing 'No'), 'Private encounter?' (a dropdown menu showing 'A'), and 'Financial Asst?' (a dropdown menu showing 'Yes'). Below these fields is a table with four columns: 'Coded Procedures', 'Free Text Procedures', 'Date', and 'Diagnoses'. The table has one row with the number '1' in the 'Coded Procedures' column. At the bottom of the form, there is an 'Association:' section with five buttons: '1-Selected', '2-Grid', '3-All', '4-Clear', and '5-Replace'.

Scripting for Screening

When a patient indicates they do not have insurance or requests assistance from a Benefit Advisor, the Registrar or Scheduler should use the following scripting to refer the patient to a Benefit Advisor appropriately per discussion.

Patient does not have insurance	<i>"If you do not have medical insurance, there are programs you may be eligible for, such as government funded medical coverage, financial assistance, and/or no-interest payment plans."</i>
Patient does not have insurance at point of scheduling	<i>"I see you are not signed up for health insurance for your current/upcoming visit, can I connect you with one of our Benefit Advisors? They can review your program eligibility and submit your applications for government funded programs or health insurance through the Marketplace."</i>
Patient is insured but requests assistance from a Benefit Advisor	<i>"There are programs you may be eligible for; our Benefit Advisors are Certified Application Counselors that are available to assist you in assessing your program eligibility. I will contact them to speak with you now."</i>
Presenting Face-to-Face: <ul style="list-style-type: none">• Financial Assistance Summary• Uninsured Letter	<i>"We have resources available which provide information about financial assistance and counseling as well as government funded programs you may be eligible for. These resources also include contact information if you have questions or need assistance."</i> (provide patient with Financial Assistance Summary and/or the Uninsured Letter)
Contacting a Benefit Advisor	<i>"We have Benefit Advisors who are Certified Application Counselors that are available to assist you in assessing your program eligibility. I will contact them to speak with you now."</i>
Contacting a Benefit Advisor – if the patient is late for their appointment	<i>"We have Benefit Advisors who are Certified Application Counselors that are available to assist you in assessing your program eligibility. Please return once you are finished with your appointment to speak with one of them."</i>

NOTE: For an Emergency encounter, the **Financial Asst?** field is found on the **Emergency Visit Info** form.

ED Update

Appt Desc PCP Claim Info MSPO Referrals View MSPO Patient FYI View WOs Reg History Auth/Cert Linkage Auth/Cert More

Test Patient

Emergency Visit Info

Hospital Accounts

TEST, PATIENT

Coverage Info

Claim Info

Documents

Checklist

Emergency Visit Info

Arrival date: 3/1/2019

Arrival time: 07:35 AM

Private Encounter? No

Accident related? No

Point of Origin: BHS - Home

Admission type: Emergent

Means of arrival: Car

Escorted by: No

Ambulance code:

Financial Asst? Yes

Complaint: Chest pain

L&D Info

☐ This encounter is for a mother who will deliver

Restore

Response Notification

Back

Next

Finish

Beaumont

Thank you for choosing Beaumont for your healthcare needs.

If you do not have medical insurance, you may be eligible for government funded medical coverage, coverage through the Marketplace, financial assistance, and/or no-interest payment plans. The following are medical assistance programs that you or your family members may be eligible to receive.

Program	Who's Eligible?	Contact Information
Affordable Care Act	The Health Insurance Marketplace (also called an insurance exchange) is a way to find health insurance coverage or seek other insurance options. The marketplace allows you to apply for health coverage, compare all your options and enroll in a plan through one streamlined application.	To enroll or learn more about the programs, please visit: www.healthcare.gov or call 1-800-318-2596 (Hearing impaired: TTY 1-800-888-4325)
Medicaid Programs	Eligibility: <ul style="list-style-type: none"> • Low-income individuals and families • Determination made based on disability status, children living in the home, pregnancy, as well as other factors. <p>The Michigan Department of Community Health's online application can be completed and eligibility is determined within 30 minutes or less.</p>	For the online application, please visit https://healthcare4mi.com
Healthy Michigan Plan	Eligibility: <ul style="list-style-type: none"> • Income at or below 133% of the Federal Poverty Level • Age 19-64 • Not pregnant at the time of application • Not eligible for Medicare or Medicaid • US citizen or qualified immigrant • Michigan resident 	For the online application, please visit https://healthcare4mi.com or call 1-800-642-3195.
SSI/SSDI Disability	The Social Security and Supplemental Security Income disability programs are Federal programs that provide assistance to people with disabilities. Both programs are administered by the Social Security Administration and only individuals who have a disability and meet medical criteria may qualify for benefits under either program.	To review eligibility requirements, please visit www.socialsecurity.gov 1-800-772-1213

If you need application assistance for any of these programs, would like to make a payment, or have questions about your bill, please contact us:

Beaumont Financial Services
Toll Free: 800-582-1101

www.beaumont.org/marketplace

If you are having difficulty paying your balance, please call us to discuss payment options.

Beaumont Health Financial Assistance Policy Summary

Thank you for choosing Beaumont for your healthcare needs. Our goal is to provide all patients with high quality health care services regardless of their financial circumstances. Beaumont Health offers financial assistance to uninsured and underinsured patients for emergency and other medically necessary in accordance with our Financial Assistance Policy.

Who is Eligible

Financial assistance is offered to patients who are uninsured or underinsured and who satisfy requirements stated in our Policy. Eligibility for financial assistance is based on multiple factors, including insurance coverage and other sources of payment (such as for personal injury claims), income (the Federal Poverty Guidelines are used to determine the amount of financial assistance offered), family size and assets.

Financial Assistance Offered

Depending on the patient's ability to pay, as determined in accordance with our Policy, free care or partial financial assistance may be provided. Financial assistance is limited to medical care provided at a Beaumont Health hospital by the hospital and participating providers. A complete list of participating providers can be found at www.beaumont.org/patients-families/billing/financial-assistance.

How to Apply for Financial Assistance

A request for Financial Assistance may be made by the patient, family member, close friend or associate of the patient by filing an application in accordance with the requirements stated in our Policy. Beaumont Benefit Advisors are available to help patients apply for financial assistance by phone at (248) 577-9205 or in person at the offices listed in this Summary, Monday through Friday, between 8:00 a.m. and 5:00 p.m. An application may be submitted in-person at one of the offices listed in this Summary or by mailing the completed application form and supporting documentation to: Beaumont Health System, Customer Service Department, 26935 Northwestern Hwy., Southfield, MI 48033.

Where to Obtain Copies of Our Financial Assistance Policy and Application

Our Financial Assistance Policy and Application are available free of charge by calling (248) 577-9205 and requesting a copy by mail or email. Copies also are available in the Admissions areas of all Beaumont Health hospitals, as well as all Emergency Department locations. In addition, the Policy and Application are available online at www.beaumont.org/patients-families/billing/financial-assistance for downloading and printing.

Translations are Available

Translations of our Financial Assistance Policy, the Application and this Summary are available at <https://www.beaumont.org/patients-families/billing/financial-assistance>.

Charges Will Not Exceed Amounts Generally Billed.

A patient determined to be eligible for financial assistance under our Policy will not be charged more than amounts generally billed for emergency or other medically necessary care to patients who have insurance for such care.

Locations for Assistance

Beaumont Hospital – Dearborn
Attention: Benefit Advisors
18101 Oakwood Blvd.
Dearborn, Michigan 48124
Telephone: (248) 577-9205

Beaumont Hospital – Farmington Hills
Attention: Benefit Advisors
28050 Grand River
Farmington Hills, Michigan 48336
Telephone: (248) 577-9205

Beaumont Hospital – Grosse Pointe
Attention: Benefit Advisors
468 Cadieux Road
Grosse Pointe, MI 48230
Telephone: (248) 577-9205

Beaumont Hospital – Royal Oak
Attention: Benefit Advisors
3601 W. 13 Mile Road
Royal Oak, MI 48073
Telephone: (248) 577-9205

Beaumont Hospital – Taylor
Attention: Benefit Advisors
18101 Oakwood Blvd.
Dearborn, Michigan 48124
Telephone: (248) 577-9205

Beaumont Hospital – Trenton
Attention: Benefit Advisors
18101 Oakwood Blvd.
Dearborn, Michigan 48124
Telephone: (248) 577-9205

Beaumont Hospital – Troy
Attention: Benefit Advisors
44201 Dequindre Road
Troy, Michigan 48065
Telephone: (248) 577-9205

Beaumont Hospital – Wayne
Attention: Benefit Advisors
18101 Oakwood Blvd.
Dearborn, Michigan 48124
Telephone: (248) 577-9205

Propensity to Pay THIS

(b) (6), (b) (7)(C)

22

Verifying the Guarantor validates guarantor contact information and helps increase accuracy by reducing return mail costs. It also returns a **Propensity to Pay** value that helps determine financial clearance, prioritize payment collection and provide financial counseling.

The **Propensity to Pay** value will display on the Interactive Face Sheet after the guarantor is verified.

The value will be either a color (Green, Blue, Yellow, Grey or Red) or a status (Seek Govt Program, 100% FAP, AGB FAP or Refer to Benefit Advisor).

P/F Test, Rebecca [2375]		BH	<input type="checkbox"/> Show all cvgs	Add Coverage ^
Guarantor	Address same as patient	Home: 555-555-1234	Rel to patient: Self	
Demographics		Work: 248-777-7777	Employment: Ford Motor Co*	
		Mobile: 313-547-8926		
		Email: rtest1@gmail.com ①		
Prof acct balance: 0.00		Hosp acct balance: 0.00	Add Account Note	
Credit Info	<input checked="" type="checkbox"/> Propensity to Pay: Refer to Benefit Advisor			

If there is no Propensity to Pay value listed in the Personal/Family guarantor box, Guarantor Verification should be re-launched to return the Propensity to Pay value.

P/F Training, Corporate [8766892]		BH	<input type="checkbox"/> Show all cvgs	Add Coverage ^
Guarantor	Address same as patient	Home: 248-712-4816	Employment: Retired - Ret*	
Demographics		Work:		
		Mobile: 248-712-4816		
		Email: CorporateTraining@gmail.com ①		
Prof acct balance: 0.00		Hosp acct balance: 0.00	Add Account Note	
Credit Info	<input checked="" type="checkbox"/> Propensity to Pay:			

N Just Received today. Never was trained to check this & even other Co-workers have no idea about looking at this area for the pay code?? and it doesn't show up unless you open the Guarantor demographics.

to "New," click **Accept** and then click **Verify** again.

1 Verification Remaining	
✓ Patient Training, Corpora...	Verified ①
Verified until 3/12/2020	
Guarantor P/F - TRAINING,...	Verify
New	

Verified until 1/12/2020

Guarantor Status Change: TRAINING CORPORATE			
Status:	New	Status last changed:	Fri Dec 13, 2019 4:07 PM
Last changed by:	TEST, BH ADT PATIENT ACCE	Next review date:	12/13/2019

Payment History

For each guarantor, the system automatically calculates a score to summarize whether the guarantor has historically paid off balances promptly. This information can be used with Propensity to Pay values to determine appropriate workflow for payment collection and financial clearance. As more guarantor data is collected over time, the payment history score is automatically updated to reflect the new information.

Payment History scores are on a scale of 1 to 5. Guarantors who need more follow-up have lower ratings (1-2), while guarantors with a history of paying off balances promptly have higher ratings (4-5).



These scores (along with the patient's Propensity to Pay value) are used to determine if the patient is financially cleared to proceed with care.

A Payment History score displays in various places:

- **Guarantor box on the Interactive Face Sheet**

P/F Test, Rebecca [2375]		BH	<input type="checkbox"/> Show all evgs	Add Coverage
Guarantor Demographics	Address same as patient	Home: 555-555-1234	Rel to patient: Self	
		Work: 248-777-7777	Employment: Ford Motor Co*	
		Mobile: 313-547-8926		
		Email: rtest1@gmail.com (i)		
Prof acct balance: 0.00		Hosp acct balance: 0.00	Add Account Note	
Credit Info		Propensity to Pay: Refer to Benefit Advisor		

Payment History Score (as of 12/4/2019)

4

- **Guarantor Summary in Account Maintenance** (hovering over the Payment History displays factors that impact the score)

TESTING, RACHAEL [101] (P/F) BEAUMONT HEALTH SYSTEM		Guarantor Activities
12/13/90, 28 years Female (Legal sex) xxx-xx-9789 (SSN)		
789 Hilstops AU SABLE MI 48750 586-459-5850 (Home)		
tina.corless@beaumont.org (Patient)		
<input checked="" type="checkbox"/> Guarantor uses MyChart. Receives paper billing.		
<input checked="" type="checkbox"/> Receives billing emails. Manage preferences		
<input checked="" type="checkbox"/> No electronic payment method on file.		
Accounts		
		Language English
		Payment History Score (as of 01/22/19) 4
		Factors Impacting Score Based on history for last 2 years (as of 01/22/19)
		Self-Pay Level <input type="radio"/> Average level of 1
		Bad Debt <input type="radio"/> Never sent to bad debt <input type="radio"/> No uncollectable write-offs
		Online Payment <input checked="" type="radio"/> Has not paid online

NOTE: The Payment History score will also be in the Financial Assistance module for the Benefit Advisor's workflow.

Financial Clearance Grid

The following grid determines the course of action for Financial Clearance based on the patient's Propensity to Pay and Payment History.

Propensity to Pay & Payment History		Pre-Service Center and Registration Action	Benefit Advisor Action
Green	Green AND 3, 4, 5	<ol style="list-style-type: none"> 1. Follow Financial Clearance steps 2. If patient declines payment, may proceed with care (no escalation necessary) 3. Document reason for not collecting 	NA
Blue	Blue AND 3, 4, 5		
Yellow		<ol style="list-style-type: none"> 1. Follow Financial Clearance steps 2. If patient declines payment in full, secured payment plan is REQUIRED (first payment collected & saved payment method) 3. If patient declines payment plan, escalate to Management for Administrative evaluation 4. Document reason for not collecting If Financial Assistance is needed, refer to Benefit Advisor for screening 	Screen for more information to determine program eligibility (If referred to a Benefit Advisor)
Grey			
Red			
1, 2			
Seek Govt Program		<ol style="list-style-type: none"> 1. Follow Financial Clearance steps 2. If unable to pay patient liability refer to Benefit Advisor 3. If uninsured, check self-pay box 4. If insured & the patient is referred to a Benefit Advisor, enter "yes" in Financial Assistance field 	Screen for Medicaid Eligibility
100% FAP			Screen for Financial Assistance Eligibility
AGB FAP			
Refer to Benefit Advisor			Screen for more information to determine program eligibility

Patient Access Registration
Education Updates 01/06/22

2/28/2022

Hello,

This Education Update includes some important reminders for Registering Self-Pay patients. If you have questions about this information, please speak with your Supervisor.

Read the Self-Pay In-Service for complete details.

- ✓ The Self-Pay screening process improves workflows by identifying uninsured patients for potential program options and providing the patient with an estimate for scheduled or walk-in services
- ✓ A **Good-Faith Estimate Notice** must also be provided to Self-Pay patients for scheduled or walk-in services
- ✓ This estimate must be presented in electronic or printed format depending on the patient's preference, no later than the date payment is requested
- ✓ This estimate does not include any unknown or unexpected costs that may arise during Treatment (the patient could be charged more if complications or special circumstances occur)
- ✓ Once the Estimate is provided and printed for the patient, document the following **Account Note** in the Hospital Account/Visit: "Good-Faith Estimate Notice provided for self-pay patient"

Estimates

Zd Echo (transthorax) on 1/21/2022 (4417483) Finalized on 1/6/2022 by Rebecca Sabol (replacing #4417482) View History

Patient: TRAINING, CORPORATE R (3602072) Guardian: TRAINING, CORPORATE R (3568866) Primary Coverage: Self-Pay

ROYAL OAK HOSPITAL

Account Class: Outpatient Hospital Individual Procedures
Department: Ernst Cardiovascular C... CPT® 93306 - EC...

Provider 1

Location: ROYAL OAK HOSPITAL Professional Procedures
Department: Ernst Cardiovascular C... CPT® 93306 - EC...
POS type: On Campus - Outpatient Historical Summary
Visit type: ECHO 2D

Totals

Beaumont

January 04, 2022
Corporate R Training
123 Palace Ave
Detroit MI 48224

Patient ID#: 1402072
Date of Birth: 01/01/1970
Total Charges: \$648.38

Based on your information provided to Beaumont, I am presenting you with an estimate of \$648.38.

Patient Diagnosis/Diagnoses: J10 - Bacterial tonsillitis
J10 - Bacterial tonsillitis

Procedure	Charges	Estimate
CPT® 93306 - Echo Transthorax 2D Complete	\$1,100.00	\$457.92
CPT® 93306 - Echo Transthorax 2D Complete	\$1,100.00	\$190.46

Related information

Orders

2D Echo (Transthoracic) w/ Doppler
7-20 ASA - Transthoracic Complete

ECHO TRANSTHOR 2D COMPLETE (672161)

ECHO TRANSTHOR 2D COMPLETE (672160)

Hospital Procedures

Amount 648.38
Estimate 0.00
Total 648.38
551.12

Collect Payment

View / Print **Replace** **Close**

Have a wonderful day,

(b) (6), (b) (7)(C)

Doesn't state to contact Bene Fit Advisor
or supervisor or NOT to let patient
proceed without paying cash price

From: [Temple, Kelly](#)
To: [Carla Aikens](#)
Cc: (b) (6), (b) (7)(C), (b) (7)(D)
Subject: FW: AFF.07-CB-297648 (b) (6), (b) (7)(C), (b) (7)(D).pdf
Date: Thursday, (b) (6), (b) (7)(C), (b) (7)(D) 2022 5:04:00 PM
Attachments: [AFF.07-CB-297648 \(b\) \(6\), \(b\) \(7\)\(C\), \(b\) \(7\)\(D\).pdf](#)

Ms. Aikens,

I am sending this again because I entered (b) (6), (b) (7)(C), (b) (7)(D) instead of (b) (6), (b) (7)(C), (b) (7)(D). The (b) (6), (b) (7)(C), (b) (7)(D) email came back as undeliverable.

Sorry for the confusion.

From: Temple, Kelly
Sent: Thursday, (b) (6), (b) (7)(C), (b) (7)(D) 2022 5:01 PM
To: Carla Aikens <carla@aikenslawfirm.com>
Cc: (b) (6), (b) (7)(C), (b) (7)(D)
Subject: AFF.07-CB-297648 (b) (6), (b) (7)(C), (b) (7)(D).pdf

Attached is (b) (6), (b) (7)(C), (b) (7)(D) statement regarding the case in the above-captioned matter, rendered to me by video-conference, which I have transcribed to the best of my ability as the attached "Confidential Witness Affidavit."

Please review this affidavit for its accuracy. I request that (b) (6), (b) (7)(C), (b) (7)(D) initial any changes (including cross-outs and additions). Also, have (b) (6), (b) (7)(C), (b) (7)(D) initial the bottom of each page of (b) (6), (b) (7)(C), (b) (7)(D) statement to indicate that (b) (6), (b) (7)(C), (b) (7)(D) has read that page, and sign and date the last page.

Upon completion of the foregoing, please promptly return (b) (6), (b) (7)(C), (b) (7)(D) signed affidavit to me by (b) (6), (b) (7)(C), (b) (7)(D) 2022. Also, please submit any supporting documentation which you may have, if applicable.

Thank you very much for your anticipated cooperation. If you have any questions concerning this letter, please contact me at (313)335-8070.

Very truly yours,

Kelly Temple
Field Attorney
NLRB-Region 7

(313)335-8070 – Office
(202)288-6558 – Cell

From: Carla Aikens
To: Temple, Kelly
Subject: Re: SEIU HEALTHCARE Case 07-CB-297648
Date: Friday, (b) (6), (b) (7)(C) 2022 8:07 00 AM

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to nrbirc@nrlb.gov

Ok thank you

On Thu, (b) (6), (b) (7)(C) 2022, 4:41 PM Temple, Kelly <kelly.temple@nrlb.gov> wrote:

I will draft what I have and email it to the both of you. It might just be that what I have is enough to represent what was in the emails. I don't want to hold it up any further waiting. Especially if (b) (6) hasn't sent the documents to you yet.

Get [Outlook for iOS](#)

From: Carla Aikens <carla@aikenslawfirm.com>
Sent: Thursday, (b) (6), (b) (7)(C) 2022 4:39:20 PM
To: Temple, Kelly <kelly.temple@nrlb.gov>
Subject: Re: SEIU HEALTHCARE Case 07-CB-297648

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to nrbirc@nrlb.gov

Hello,

Sorry for the delayed response. (b) (6), (b) (7)(C) has not responded yet. If you want to draft without them, or wait until we hear from (b) (6) that's fine but just let me know.

On Thu, (b) (6), (b) (7)(C) 2022, 4:24 PM Temple, Kelly <kelly.temple@nrlb.gov> wrote:

Please forward me the January/February 2022 emails between (b) (6), (b) (7)(C) and the Union TODAY. I want to make sure the affidavit is complete before forwarding it to you and (b) (6), (b) (7)(C). I need to get (b) (6), (b) (7)(C), (b) (7)(C) signature on (b) (6) affidavit to proceed with the investigation.

From: Temple, Kelly
Sent: Wednesday, (b) (6), (b) (7)(C) 2022 7:16 AM
To: Carla Aikens <carla@aikenslawfirm.com>
Subject: RE: SEIU HEALTHCARE Case 07-CB-297648

Ms Aikens,

Please forward me the January/February 2022 emails between (b) (6), (b) (7)(C) and the Union as soon as possible. I want to make sure the affidavit is complete before forwarding it to you and (b) (6), (b) (7)(C).

Thank you,

Kelly Temple

Field Attorney

NLRB-Region 7

(313)335-8070 – Office

(202)288-6558 – Cell

From: Carla Aikens <carla@aikenslawfirm.com>
Sent: Tuesday, June 28, 2022 6:47 PM
To: Temple, Kelly <kelly.temple@nlrb.gov>
Subject: Re: SEIU HEALTHCARE Case 07-CB-297648

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to nlrbirc@nlrb.gov

Received Thank you

On Wed, Jun 22, 2022, 9:49 AM Temple, Kelly <kelly.temple@nlrb.gov> wrote:

Ms Aikens,

Attached is the Zoom invite for our meeting on (b) (6), (b) (7)(C) at 11:00 a.m. Please forward this link to (b) (6), (b) (7)(C).

Kelly Temple

Zoom R07 is inviting you to a scheduled ZoomGov meeting

Join ZoomGov Meeting

(b) (6), (b) (7)(C), (b) (7)(D)

Meeting ID: (b) (6), (b) (7)(C), (b) (7)(D)

Passcode: (b) (6), (b) (7)(C)

One tap mobile

(b) (6), (b) (7)(C), (b) (7)(D) US (San Jose)
(b) (6), (b) (7)(C), (b) (7)(D) US (New York)

Dial by your location

(b) (6), (b) (7)(C), (b) (7)(D) US (San Jose)
(b) (6), (b) (7)(C), (b) (7)(D) US (New York)
(b) (6), (b) (7)(C), (b) (7)(D) US
(b) (6), (b) (7)(C), (b) (7)(D) US (San Jose)

Meeting ID: (b) (6), (b) (7)(C), (b) (7)(D)

Passcode: (b) (6), (b) (7)(C)

Find your local number: <https://www.zoomgov.com/join/aejNhIgvAs>

Join by Skype for Business

(b) (6), (b) (7)(C), (b) (7)(D)

Join Teams Meeting

en-US

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDc2YTUwYjctNGUwMy00NDBiLWE4NjktYjgwNjQ0YmI4ZGQw%40thread-v2/0?context=%7b%22Tid%22%3a%225e453ed8-e338-43bb-9075-4ed5b8a8caa4%22%2c%22Oid%22%3a%22d1e2c048-a700-4ba4-9658-35136215d167%22%7d

If you need a local number, get one here. And if you've forgotten the dial-in PIN, you can reset it.

Toll number: (b) (6), (b) (7)(C), (b) (7)(D)

Conference ID:

(b) (6), (b) (7)(C), (b) (7)(D)

Local Number: <https://dialin.teams.microsoft.com/93a0d5f1-b4a1-4136-b2e1-6cd58f599f37?id=563131785> Reset Pin:

<https://dialin.teams.microsoft.com/usp/psnconferencing>

Learn More <https://aka.ms/JoinTeamsMeeting> | Meeting options: https://teams.microsoft.com/meetingOptions/?organizerId=d1e2c048-a700-4ba4-9658-35136215d167&tenantId=5e453ed8-e338-43bb-9075-4ed5b8a8caa4&threadId=19_meeting_ZDc2YTUwYjctNGUwMy00NDBiLWE4NjktYjgwNjQ0YmI4ZGQw@thread-v2&messageId=0&language=en-US

From: (b) (6), (b) (7)(C)
To: [Temple, Kelly](#)
Cc: carla@aikenslawfirm.com
Subject: (b) (6), (b) (7)(C), (b) (7)(D)
Date: Thursday, (b) (6), (b) (7)(C) 2022 11:29:27 PM
Attachments: [CamScanner \(b\) \(6\), \(b\) \(7\)\(C\) -2022 23.26.pdf](#)

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to nrbirc@nrlb.gov.

Ms. Temple,

Please see attached the signed affidavit by (b) (6), (b) (7)(C), (b) (7)(D).

Thank you.

From: (b) (6), (b) (7)(C)
To: [Temple, Kelly](#)
Subject: (b) (6), (b) (7)(C) emails
Date: Friday, July 22, 2022 8:18:39 AM
Attachments: [emails.pdf](#)

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to [nlrbirc@nlrb.gov](mailto:nlrbi@nrlb.gov).

Ms. Temple,

Please see attached the emails for (b) (6), (b) (7)(C). I apologize I just noticed that my email did not send.

Thank you.

Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

contacted

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@beaumont.org>

Wed (b) (6), (b) (7)(C)/2022 7:25 AM

To: (b) (6), (b) (7)(C)@beaumont.org>

(b) (6), (b) (7)(C)

yes, I have a copy . you want me to drop a copy off today after 230pm today?

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)@beaumont.org>

Sent: Tuesday, (b) (6), (b) (7)(C) 2022 3:25 PM

To: (b) (6), (b) (7)(C)@beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

can you get me a copy of the paperwork (b) (6), (b) (7)(C) gave you?

From: (b) (6), (b) (7)(C)@beaumont.org>

Sent: Tuesday, (b) (6), (b) (7)(C) 2022 12:09 PM

To: (b) (6), (b) (7)(C)@beaumont.org>

Subject: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

(b) (6), (b) (7)(C) I looked over the paperwork that (b) (6), (b) (7)(C) gave me and nothing in this policy states I must contact my supervisor or the Benefit advisor. It states that I'm to flag the account. which it already was flagged, and I informed the patient that they had been trying to contact (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) insurance and if (b) (6), (b) (7)(C) proceeded with the surgery that (b) (6), (b) (7)(C) would be responsible for the charges if the insurance doesn't pay. I was told not to deny any patient any services from previous managers and to just to put a note into the system why the patient didn't pay. I was also not told that if the patient is a cash patient that I had to contact my manager or the BA by any manager.

After finding out this information I went to (b) (6), (b) (7)(C) about it and informed them what this form stated that (b) (6), (b) (7)(C) gave me and I said, that since the form doesn't state that I'm to contact a BA or manager if a patient is a cash patient than it's not right that the company wrote me up and it should be taken off my record. They said, they would take my concerns to someone higher up than them. Which to me means nothing is going to happen and they are not going to even correct this and take it off my record. It's kind of funny also how (b) (6), (b) (7)(C) stated yesterday about how my other write up is about to drop and then this one will change to a 1st warning.

I want to file a grievance I believe they are purposely writing me up for anything, cause why would they write me up for this when in the documents that they gave me didn't state that I had to contact my manager or BA and it stated to only flag the BA which it was already done. and I put notes into the chart like I'm supposed to informing the patient of (b) (6), (b) (7)(C) responsibility and the BA was trying to contact (b) (6), (b) (7)(C) about the insurance and (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) insurance is active. And I Can't tell the person (b) (6), (b) (7)(C) can't have (b) (6), (b) (7)(C) procedure either. I need this write up taken off my record. Please let me know how to file this so, I can get this off my record asap.

Thank you,

(b) (6), (b) (7)(C)

Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

(b) (6), (b) (7)(C) @beaumont.org>

Thu (b) (6), (b) (7)(C)/2022 12:02 PM

To: (b) (6), (b) (7)(C) @beaumont.org>

Thank you!

From: (b) (6), (b) (7)(C) @beaumont.org>

Sent: Thursday, (b) (6), (b) (7)(C), 2022 9:45 AM

To: (b) (6), (b) (7)(C) @beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

I scanned them in and emailed them to you

From: (b) (6), (b) (7)(C) @beaumont.org>

Sent: Wednesday, (b) (6), (b) (7)(C) 2022 12:00 PM

To: (b) (6), (b) (7)(C) @beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

Yes, please!

From: (b) (6), (b) (7)(C) @beaumont.org>

Sent: Wednesday, (b) (6), (b) (7)(C) 2022 7:25 AM

To: (b) (6), (b) (7)(C) @beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

yes, I have a copy, you want me to drop a copy off today after 230pm today?

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) @beaumont.org>

Sent: Tuesday, (b) (6), (b) (7)(C) 2022 3:25 PM

To: (b) (6), (b) (7)(C) @beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

can you get me a copy of the paperwork (b) (6), (b) (7)(C) gave you?

From: (b) (6), (b) (7)(C) @beaumont.org>

Sent: Tuesday, (b) (6), (b) (7)(C) 2022 12:09 PM

To: (b) (6), (b) (7)(C) @beaumont.org>

Subject: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

(b) (6), (b) (7)(C)@beaumont.org>

Wed (b) (6), (b) (7)(C) 2022 8:42 AM

To: (b) (6), (b) (7)(C)@beaumont.org>

(b) (6), (b) (7)(C)

I know you are busy but, I need to know what is going on with this write up I want off my record. I sent you the document and I did what i was supposed to according to that information they gave me so, I shouldn't have even been written up. please let me know . cause according to the union book I only have so many days to file a grievance and It look like I'm out time to file it. And that is not my fault per I sent the information to you Last Thursday (b) (6), (b) (7)(C) Please let me know what we are going to do.

Thank you,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)@beaumont.org>

Sent: Monday, (b) (6), (b) (7)(C) 2022 7:05 AM

To: (b) (6), (b) (7)(C)@beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

(b) (6), (b) (7)(C)

I need to know what we are going to do; I want to file a grievance and according to the union book , this should be the next step per I already had a meeting with them, and they don't care what i have to say. but per that paper they gave me I did my Job. But still got wrote up for it. please let me know today when i can come sign the complaint.

Thank you,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)@beaumont.org>

Sent: Saturday, (b) (6), (b) (7)(C) 2022 9:23 AM

To: (b) (6), (b) (7)(C)@beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

Did you look at these form that (b) (6), (b) (7)(C) gave me, and do you see anything that states I'm to contact someone . It only states to flag the benefit adviser and which that account was already flagged, and I put my notes and informed the patient of (b) (6), (b) (7)(C) responsibility. And just to let you know , when we were in the meeting (b) (6), (b) (7)(C) mentioned that the patient has a previous amount due that I should of looked at, but per Beaumont Rules I'm not allowed to go into the patient chart to see if (b) (6), (b) (7)(C) had any outstanding billing not paid it's none of my business if (b) (6), (b) (7)(C) pays (b) (6), (b) (7)(C) bills or not that is the billing department job. Please let me know because, I Need this write up off my file. And I want to file a grievance against the management for continuously trying to find anything to write me up for .

Thank you,

(b) (6), (b) (7)(C)

Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

(b) (6), (b) (7)(C)@beaumont.org>

Thu (b) (6), (b) (7)(C)/2022 8:12 AM

To: (b) (6), (b) (7)(C)@beaumont.org>

(b) (6), (b) (7)(C)

I'm sorry about sending all these messages and sorry to hear you are having (b) (6), (b) (7)(C) hopefully, everything will work out.

Well, the way I read the bottom part of the 1st page of the papers (b) (6), (b) (7)(C) gave me. I did do my job and the BA was flagged like it says to do. It doesn't say anywhere that I must contact a BA or Manager. and the next paperwork that (b) (6), (b) (7)(C) gave me that (b) (6), (b) (7)(C) printed me out after I confronted (b) (6), (b) (7)(C) about that paperwork that (b) (6), (b) (7)(C) gave me at the meeting. This paperwork says nothing about contacting a BA except under the Guarantor on the right-hand side in the middle and it is very light so no one even can see it (propensity to pay). And when I asked anyone else including an employee who was (b) (6), (b) (7)(C) in Dearborn (b) (6), (b) (7)(C) had no idea what I was talking about and never even heard of checking that area on the chart.

Just an update, per management I was to contact the BA if the chart states to contact BA under the Propensity to pay, so I contacted (b) (6), (b) (7)(C) yesterday cause a chart stated the contact (b) (6), (b) (7)(C) and guess what (b) (6), (b) (7)(C) had no idea what I was talking about either. So, if no one even knows about that Propensity to pay including the BA, why I'm I being held at a different standard than anyone else?? And if the paperwork (b) (6), (b) (7)(C) gave me stated to only flag the BA than, my job was done correctly. And the write up on (b) (6), (b) (7)(C)/22 needs to be taken off my record. And I want proof they took it off my record in black and white and I want to see it off my record on the computer in HR files also.

Thank you,

(b) (6), (b) (7)(C)

If you want i can stop by tomorrow before i go home and show you where they are expecting me to look for the propensity.

From: (b) (6), (b) (7)(C)@beaumont.org>

Sent: Wednesday, (b) (6), (b) (7)(C) 2022 4:43 PM

To: (b) (6), (b) (7)(C)@beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

(b) (6), (b) (7)(C) - I AM SOOO SORRY...BETWEEN WORK AND SOME (b) (6), (b) (7)(C) I HAVE BEEN SUPER BUSY. I HAVE BEEN READING THAT FORMYOU SENT, TRYING TO MAKE SENSE OUT OF IT.....

From: (b) (6), (b) (7)(C)@beaumont.org>

Sent: Wednesday, (b) (6), (b) (7)(C) 2022 8:42 AM

To: (b) (6), (b) (7)(C)@beaumont.org>

Subject: Re: meeting with you and managers yesterday (b) (6), (b) (7)(C)/22

(b) (6), (b) (7)(C)

I know you are busy but, I need to know what is going on with this write up I want off my record. I sent you the document and I did what i was supposed to according to that information they gave me so, I shouldn't have even been written up. please let me know . cause according to the Union book I only



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

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Telephone: (313)226-3200
Fax: (313)226-2090

Agent's Direct Dial: (313)335-8070

July 26, 2022

Akeem Pack, Staff Attorney
SEIU Healthcare Michigan
3031 West Grand Boulevard
Detroit, MI 48202

Re: SEIU Healthcare Michigan (Beaumont
Health)
Case 07-CB-297648

Dear Mr. Pack:

This letter confirms my telephone conversation with you last week regarding the above matter. As we discussed any evidence the Union wishes to present in the above case, whether in the form of the presentation of witnesses for affidavit testimony, or in the submission of a written position statement, will be due in the Regional Office on or before Tuesday, August 9, 2022.

For full and complete cooperation by a Charged Party the desired method for obtaining evidence in a NLRB investigation is through taking affidavits of Charged Party witnesses by a Board agent. You are hereby advised that the Agency considers the failure to allow a Board agent to take sworn affidavits from representatives who may have relevant information, to constitute less than complete cooperation in the investigation of these charges. Please contact me if the Union is willing to provide witnesses so that we can make the proper arrangements. Electronic filing of the position statement through the Agency website is preferred but not required. To file electronically, go to www.nlr.gov, select File Case Documents, enter the NLRB case number, and follow the detailed instructions. Please address the following:

1. Please state the position held by the individuals named below and whether they are agents of the Union under section 2(13) of the Act.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

2. Please provide a copy of the current CBA.
3. It has been alleged that on about (b) (6), (b) (7)(C) 2022, (b) (6), (b) (7)(C) received a corrective action. What happened? Who was present at the meeting? What was said? Please provide a copy of the corrective action.
4. Was a grievance filed on the above corrective action? If so, when? Please provide a copy and the status of the grievance. If no grievance was filed, why not?

5. It has been alleged that on or about (b) (6), (b) (7)(C) 2022, the Charging Party reached out to (b) (6), (b) (7)(C) via email asking that a grievance be filed on (b) (6), (b) (7)(C) corrective action and provided (b) (6), (b) (7)(C) with requested paperwork on (b) (6), (b) (7)(C). Please respond.
6. It has been alleged that on or about (b) (6), (b) (7)(C) and again on (b) (6), (b) (7)(C) 2022, the Charging Party reached out to (b) (6), (b) (7)(C) via email asking that a grievance be filed on (b) (6), (b) (7)(C) corrective action. (b) (6), (b) (7)(C) responded on (b) (6), (b) (7)(C) that between work and (b) (6), (b) (7)(C) had been so busy. Please respond.
7. It has been alleged that on or about (b) (6), (b) (7)(C) 2022, the Charging Party reached out to (b) (6), (b) (7)(C) via email asking that a grievance be filed on (b) (6), (b) (7)(C) corrective action. Please respond.
8. It has been alleged that on or about (b) (6), (b) (7)(C) 2022, the Charging Party reached out to (b) (6), (b) (7)(C) via email asking that (b) (6), (b) (7)(C) put (b) (6), (b) (7)(C) in contact with someone else if (b) (6), (b) (7)(C) could not help. Please respond.
9. It has been alleged that on or about (b) (6), (b) (7)(C) 2022, the Charging Party reached out to (b) (6), (b) (7)(C) via email asking if there was another (b) (6), (b) (7)(C) that could help (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) had waited over three weeks to get the write up off my record. Please respond.
10. It has been alleged that (b) (6), (b) (7)(C) responded to (b) (6), (b) (7)(C) emails some of the time but a grievance was never filed over (b) (6), (b) (7)(C) corrective action. Please respond. Can a grievance still be filed?

Please provide any additional documents or legal research that you believe would be useful in the investigation. If I have not received all your evidence by August 9, 2022, it will be necessary for me to make my recommendations on the case based upon the information available at that time.

Very truly yours,



KELLY TEMPLE
Field Attorney

From: [Akeem Pack](#)
To: [Temple, Kelly](#)
Subject: Re: LTR.07-CB-297648.Request Evidence.pdf
Date: Monday, August 22, 2022 5:34:20 PM
Attachments: [07-CB-297648 Responses.docx](#)
[Beaumont CBA.pdf](#)

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to [nlrbirc@nrlb.gov](mailto:nlrbc@nrlb.gov).

Hey Kelly,

below are the responses to the questions. Also a copy of the CBA. I have still not received the corrective action from the employer, I will send as soon as I receive it.

Thank you,

Akeem Pack
Staff Attorney
SEIU Healthcare Michigan
3031 W. Grand Blvd, Suite 555
Detroit, MI 48202
248-761-0595

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If you are not the addressee, please advise the sender by reply e-mail at akeem.pack@seiuhealthcaremi.org and delete the message and any attachments.

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On Jul 26, 2022, at 10:18 AM, Temple, Kelly <kelly.temple@nrlb.gov> wrote:

Good morning,

Attached are the questions I have in the above case. I have asked for a response by August 9. Please contact me with any questions.

Kelly Temple

Field Attorney
NLRB-Region 7

(313)335-8070 – Office

(202)288-6558 – Cell

<LTR.07-CB-297648.Request Evidence.pdf>

Akeem Pack
SEIU Healthcare Michigan
3031 West Grand Boulevard
Detroit, MI 48202

Case 07-CB-297648

Answers to Board Investigation:

1. Position held by individuals.
 - a. (b) (6), (b) (7)(C)
 - b. (b) (6), (b) (7)(C)
 - c. (b) (6), (b) (7)(C) Could not get in contact with this person.
Didn't have any information stated (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) of the Union.
2. Copy of CBA Attached
3. (b) (6), (b) (7)(C) present has no recollection of the event. Still waiting to received corrective action from employer. Will submit as soon as it is received.
4. No grievance was filed. I spoke with the (b) (6), (b) (7)(C) regarding this matter, (b) (6), (b) (7)(C) had no recollection of the event to recall why grievance was not filed.
5. I spoke with (b) (6), (b) (7)(C) regarding this matter, (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not have the email in question in (b) (6), (b) (7)(C) emails.
6. I spoke with (b) (6), (b) (7)(C) regarding this, (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) remembered telling (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had been dealing with (b) (6), (b) (7)(C) matter, and provided (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) to reach out to (b) (6), (b) (7)(C).
7. I spoke with (b) (6), (b) (7)(C) regarding this matter, (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not have the email in question in (b) (6), (b) (7)(C) emails.
8. I spoke with (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) to reach out to (b) (6), (b) (7)(C) was not sure exactly when during the communication that (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) to speak with (b) (6), (b) (7)(C).
9. I spoke with (b) (6), (b) (7)(C) regarding this matter, (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) did not have the email in (b) (6), (b) (7)(C) files, and had no recollection of this.
10. I spoke with (b) (6), (b) (7)(C) regarding this matter, (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) did not have the email in (b) (6), (b) (7)(C) files. At this point a grievance could not be filed.

AGREEMENT

between

**BEAUMONT HEALTH. FOR COVERED
EMPLOYEES AT BEAUMONT, TAYLOR, BEAUMONT, TRENTON, N. AND
BEAUMONT, WAYNE**

and

**SERVICE EMPLOYEES' INTERNATIONAL UNION
HEALTHCARE MICHIGAN**

Expiring: February 23, 2023

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AGREEMENT

between

BEAUMONT HEALTH FOR COVERED
EMPLOYEES AT BEAUMONT, TAYLOR, BEAUMONT, TRENTON, AND
BEAUMONT, WAYNE

and

SERVICE EMPLOYEES' INTERNATIONAL UNION
HEALTHCARE MICHIGAN

This AGREEMENT is entered into the 24th day of February 2020 between **BEAUMONT HEALTH** (hereinafter referred to as "BEAUMONT"), or its Successor, as defined in this Agreement, for Covered Employees at **BEAUMONT, – TAYLOR, BEAUMONT, TRENTON AND BEAUMONT, WAYNE**, and **SERVICE EMPLOYEES' INTERNATIONAL UNION, HEALTHCARE MICHIGAN**, hereinafter referred to as the "Union".

ARTICLE 1 INTENT AND PURPOSE

By this Agreement both parties intend:

- Section 1.1 WAGES AND HOURS. To define rates of pay, wages, hours of employment, and those other conditions of employment that may be subject to bargaining:
- Section 1.2 DISPUTE RESOLUTION. To provide a procedure for the final and binding resolution of disputes arising under the terms and/or working conditions of employment.

ARTICLE 2 DEFINITIONS

- Section 2.1 ACTIVE EMPLOYEE. An active employee is one who receives pay during the current month.
- Section 2.2 ADMINISTRATOR. Administrator means the President of the Hospitals, where the employee is employed.
- Section 2.3A BEAUMONT. "BEAUMONT" means **BEAUMONT, TAYLOR, BEAUMONT, TRENTON, BEAUMONT, WAYNE, dba Oakwood Healthcare, Inc. (OHI)** (hereinafter, "**BEAUMONT, TAYLOR; BEAUMONT, TRENTON; BEAUMONT, WAYNE**" or collectively,

"BEAUMONT") which operates BEAUMONT, TAYLOR, BEAUMONT, TRENTON, and BEAUMONT, WAYNE.

If, during the term of this Agreement, BEAUMONT forms a subsidiary corporation that is owned and operated in whole by BEAUMONT to operate the Hospitals referenced above, BEAUMONT and such subsidiary shall continue to recognize the Union as the collective bargaining agent for the employees of such Hospitals who are in the classifications covered by this Agreement, and shall assume this Agreement for its term.

Section 2.3B

"SUCCESSOR" in relation to BBEAUMONT refers to an entity with which BEAUMONT merges, or which is the parent corporation with which BEAUMONT is affiliated, but does not refer to any other entity or affiliated entity. In this Agreement the Successor will continue this Agreement for its terms limited only to the Hospitals at their locations on this Agreement's signing date and classifications at those Hospitals which are covered by this Agreement. The term BEAUMONT includes Successor.

Section 2.4A

DATE OF HIRE. Date of Hire is the date on which an employee begins work as a full-time or part-time employee of BEAUMONT or a related entity through a Successor whichever is longer and will remain constant or adjusted as provided below until the employee terminates employment by BEAUMONT or Successor. Depending on whether an employee initially hired and continuously works as a full-time or part-time employee in the bargaining unit until they terminate, an employee's Date of Hire may differ from seniority under this Agreement and from an employee's continuous service under BEAUMONT's, or a Successor's continuous service policy regarding computation of eligibility for benefits including, but not limited to PTO, Retirement Program Plans, and insured, or self-insured benefits.

Section 2.4B

TRANSFER TO NON-BARGAINING UNIT POSITION- EFFECT OF.

In the event an employee transfers to a non-bargaining unit position, including a Contingent position, within the BEAUMONT Hospitals covered by this Agreement for more than ninety (90) days, the employee shall lose all seniority under this Agreement, except as provided below in this Section regarding an employee transferring to a Contingent position at the Hospital where they worked prior to the transfer.

During such ninety (90) days, the employee will not accrue any seniority. If the employee notifies Human Resources at the Hospital where they are working, they may return to a bargaining unit position by bidding for an open position in the bargaining unit with seniority accumulated prior to transfer, except employees in the bargaining unit bidding for an open position will be given preference over a transferred employee requesting a return to the bargaining unit.

In the event an employee transfers to a Contingent position, as defined in this Paragraph, at the Hospital where employed prior to their transfer, and remains in the Contingent position longer than ninety (90) days, the employee's seniority accrued in the bargaining unit will be frozen. In the event such

employee bids for and is awarded a position back into the bargaining unit, the employee will be credited with their frozen seniority. This crediting of frozen seniority is only applicable to employees transferring to a Contingent position on or after June 3, 2011. For purposes of this Paragraph a Contingent position means a position identical to a position covered by this Agreement.

If **BEAUMONT** or a Successor notifies the employee within such ninety (90) days that it has elected to have the employee return to the bargaining unit, the same provisions will apply as if the employee had made the election.

Laid off employees electing a Contingent position are governed by Section 5.13D(5) and (10) and not the provisions of this Section. Under Section 5.13D(5) and (10), a laid-off employee is placed on the recall list and accrues seniority for recall and bidding purposes while on such list.

Employees transferring to facilities not covered by this Agreement shall lose seniority under this Agreement effective on the date of their transfer.

Section 2.5 **DEPARTMENT HEAD.** Department Head means the Department Head of the department of the Hospital where the employee works.

Section 2.6 **GRIEVANCE.** A Grievance is an alleged violation of a specific Article or working condition or Section of this Agreement, including alleged violations of Section 4.5, on an individual employee basis.

Section 2.7 **HOSPITAL.** Hospital means the hospital where the employee principally works.

Section 2.8 **HOSPITALS.** "Hospitals" means **BEAUMONT, -TAYLOR, BEAUMONT, TRENTON, and BEAUMONT, WAYNE.**

Section 2.9 **LEAVE OF ABSENCE.** A Leave of Absence is the period of an authorized absence from work without pay and is granted consistent with Article 9.

Section 2.10 **FULL-TIME EMPLOYEE.** A full-time employee is a person hired for an indefinite period and regularly scheduled to work eighty (80) hours in any fourteen (14) day payroll period.

Section 2.10A **PART-TIME EMPLOYEE.** A part-time employee is a person hired for an indefinite period of time and who regularly works forty (40) hours or more, but no greater than seventy-two (72) hours in any fourteen (14) day payroll period.

If a seniority part-time employee, who has worked an average of seventy-two (72) hours or more for twelve (12) consecutive full pay periods after their probationary period is completed, requests full-time status, the employee will be offered full-time status.

Section 2.10B **PART-TIME EMPLOYEE - OPPORTUNITIES TO WORK FULL-TIME BETWEEN MEMORIAL AND LABOR DAYS.** During the period of Memorial Day through Labor Day, **BEAUMONT** may offer part-time employees the opportunity to work eighty (80) hours per pay period for the purpose of filling employee vacancies created by PTO for vacation purposes

("vacation relief"). Such opportunity, if offered, will be offered to the part-time employees in the same Hospital, department, classification, shift, and in the Nursing Department the applicable unit where BEAUMONT has identified a need for vacation relief. In the event more employees request vacation relief than are needed, the senior part-time employee will be given preference.

A part-time employee anticipated to work vacation relief for the entire period of Memorial Day through Labor Day, will receive the health insurance benefit, including premium participation, applicable to full-time employees under Section 15.3 provided as a part-time employee, the employee was participating in the health insurance benefit when they were identified to fill vacation relief.

As to the accrual of **paid time off ("PTO")**, a part-time employee working vacation relief will accrue PTO on hours paid as provided in Article 10. Such part-time employee shall also receive Holiday pay for Holidays under Article 14 on the same basis as a full-time employee; except that such part-time employee shall be eligible to take the Martin Luther King, Jr. Holiday and **Floating Holiday** as provided in Section 14.1 and 14.4A, based on their part-time status.

Except as provided in this Section, a part-time employee working vacation relief under this Section, shall continue for benefit purposes to be treated like a part-time employee.

Upon expiration of the vacation relief period of Memorial Day through Labor Day, the part-time employee shall return to their former status as a part-time employee and return to such employee's previous job, or, if applicable, the unit in the Nursing Department with accrued seniority.

The additional hours worked by a part-time employee pursuant to this Section shall not be counted under Section 2.10A for purposes of converting a part-time employee to a full-time employee.

Before Memorial Day, BEAUMONT will identify the part-time employees who will be filling the vacation relief created under this Section.

This Section shall not prohibit BEAUMONT, consistent with the other provisions of this Agreement, from assigning additional hours to part-time Contingent, and Temporary employees during the Memorial Day through Labor Day period rather than offering vacation relief to part-time employees.

Section 2.11

CONTINGENT EMPLOYEES. BEAUMONT may hire Contingent employees who are persons who will regularly work not more than 24 hours in any workweek and not more than forty (40) hours in a fourteen (14) day payroll period, and who will not be considered employees for purposes of this Agreement.

A Contingent employee may work more than the above hours to cover for PTO, and when applicable part-time employees who signed for additional

hours under Section 12.7 or applicable full-time or part-time employees who are eligible for overtime hours under Section 12.9 decline the offered additional or overtime hours. The hours provided in this paragraph of Section 2.11 shall not be counted as regularly scheduled hours under the first paragraph of Section 2.11.

Section 2.12A **TEMPORARY EMPLOYEES.** Except as provided below. Temporary employees are those employees hired into a classification by BEAUMONT for a period not to exceed ninety (90) calendar days for PTO, or for an emergency. All employees enrolled in a recognized training program shall be considered Temporary employees. Emergency work is work required to provide BEAUMONT services in unexpected situations beyond BEAUMONT's control. Temporary employees may also be used to work in case of a Leave of Absence of less than thirty (30) continuous days. as provided in Section 2.12(B) below.

Section 2.12B **TEMPORARY POSITIONS DURING LOA.** If a Leave of Absence is granted from the outset for thirty or more continuous days, and BEAUMONT elects to fill temporarily the position for the period of the Leave, and any continuous extension thereof, the applicable Department can post such Temporary vacancy and fill it with the senior part-time employee within the applicable classification. Department, shift and in the Nursing Department, the applicable unit provided that in the Nursing Department, part-time employees in the applicable classification in Nursing Central Staffing may also apply to fill such Temporary vacancy. The part-time employee filling such Temporary vacancy will continue to be considered a part-time employee for all purposes under this Agreement, including but not limited to insurance, Holidays and PTO.

Upon completion of filling the temporary vacancy, the part-time employee will return to their previous job, shift, and in the Nursing Department, the applicable unit or the Nursing Central Staffing if they worked in Central Staffing before filling the Temporary position.

If an eligible part-time employee does not fill such temporary position, BEAUMONT may fill such position with a Contingent or Temporary employee(s) for the length of such Leave, or with the use of additional hours under this Agreement.

Nothing contained in this Section prohibits BEAUMONT from covering such temporary vacancy on a partial basis through the use of additional hours provided in this Agreement.

If the employee whose Leave of Absence or Medical Leave of Absence or Workers' Compensation Leave created the temporary position does not return to work within the length of the Leave up to one hundred and twenty (120) days for a Medical Leave as provided in Section 9.9 and up to twelve (12) months for a Workers' Compensation Leave as provided in Section 9.10A and BEAUMONT determines to continue such position, BEAUMONT shall post such position under Section 5.9 of this Agreement.

Section 2.12C **TEMPORARY POSITIONS - EXPIRATION OF.** Upon expiration of the temporary position created by a Leave of Absence under this Section 2.12, a part-time employee awarded the Temporary position shall return to their previous status, job, and station with accrued seniority.

The additional hours worked by a part-time employee pursuant to this Section shall not be counted under Section 2.10A for purposes of converting a part-time employee to a full-time employee.

Section 2.13A **PROBATIONARY EMPLOYEES - NEW HIRES.** Except as provided in the following paragraph, all employees are considered to be in a probationary period during the first ninety (90) calendar days from their date of hire into a position covered by this Agreement and can be terminated by **BEAUMONT** with or without cause. During such probationary period, employees who are discharged will not have recourse through the Grievance Procedure.

If **BEAUMONT** elects to hire a Temporary or Contingent employee who has worked for at least ninety (90) calendar days in the classification in which the Temporary or Contingent employee is hired as a full-time or part-time employee, the Temporary or Contingent employee shall have a thirty (30) calendar day probation period if hired as a full-time employee or a sixty (60) calendar day probation period if hired as a part-time employee. If a Temporary or Contingent employee has worked for less than ninety (90) calendar days in the classification in which the employee is hired as a full-time or part-time employee, the employee's probationary period shall be ninety (90) days. During the probationary period, an employee can be terminated by **BEAUMONT** with or without cause and will not have recourse through the Grievance Procedure.

Section 2.13B **TEMPORARY EMPLOYEE SENIORITY.** A Temporary employee who is newly hired and subsequently classified as a full-time or part-time employee will have seniority calculated from the employee's last date of hire into the bargaining unit. If the Temporary employee becomes a full-time or part-time employee, the employee's PTO accrual shall be calculated from the employee's last date of hire into a position within the bargaining unit.

Section 2.14 **TEMPORARY ASSIGNMENT.** A temporary assignment means a transfer which typically occurs on a daily basis under Section 5.3B to fill a vacancy or need as has been done in the past, including absenteeism and census changes.

Section 2.15 **WORDS.** Masculine words shall include the feminine and singular words shall include the plural wherever same shall apply.

Section 2.16 **STATUS.** Status means an employee's condition of employment as full-time, part-time, Contingent, Temporary or probationary.

Section 2.17 **DAYS.** Unless specifically provided otherwise, the term "day(s)" means calendar days.

Section 2.18 **ADDITIONAL HOURS.** Additional hours means work hours for which the employee receives the straight time wage rate applicable to the classification in which the employee works.

Section 2.19 **OVERTIME HOURS.** Overtime hours means work hours for which the employee receives the overtime wage rate defined in Section 12.9.

ARTICLE 3
UNION RECOGNITION, REPRESENTATION AND DUES

Section 3.1 **RECOGNITION.** BEAUMONT recognizes the Union as the exclusive bargaining agent for all hourly full-time employees and part-time employees in classifications set forth in Attachment A. Excluded from this Agreement are all other employees, including technical employees, professional employees, confidential employees, managerial employees, guards, and supervisors as defined in the Act.

BEAUMONT will monthly furnish the Union a list of new employees covered by this Agreement who were hired in the previous month, and the Hospital for which they were hired.

Section 3.2 **UNION SECURITY.** Although employees covered by this Agreement are represented by the Union, the parties acknowledge that a Union Security requirement that employees be Union members and/or pay a Union initiation fee or dues is not enforceable pursuant to Michigan law in effect at the ratification of this Agreement.

Section 3.3 **BEAUMONT PLEDGE OF NON-DISCRIMINATION TOWARD EMPLOYEES BECAUSE OF VOLUNTARY DECISION OF UNION MEMBERSHIP OR REFUSAL OF UNION MEMBERSHIP.**
BEAUMONT takes an impartial position regarding Union membership and Union financial support, leaving employees covered by this Agreement voluntarily to make their choice to join or not join the Union, and/or financially to support or not financially support the Union. BEAUMONT will not discriminate, coerce, or intimidate against or in favor of an employee because of membership or non-membership in the Union, with respect to discipline, or any other term or condition of employment.

Section 3.4 **UNION PLEDGE OF NON-DISCRIMINATION TOWARD EMPLOYEES BECAUSE OF VOLUNTARY DECISION REGARDING UNION MEMBERSHIP.** The Union for itself, its representatives and agents, and its members agrees they will not coerce, intimidate or discriminate against any employee, nor will the Union fail to represent an employee because of their decision not to become a Union member and/or not to support the Union financially, nor to treat members more favorably than non-members.

The Union further agrees there will be no solicitation of an employee for initiation fees or dues or membership during the employee's work time, which excludes breaks and an unpaid lunch period.

During permissible solicitation the Union for itself, its representatives and agents, and its members agree there will be no harassment or intimidation of an employee.

Section 3.5

NEW EMPLOYEE ORIENTATION RE: VOLUNTARY DECISION REGARDING UNION MEMBERSHIP AND FINANCIAL SUPPORT.

During orientation, BEAUMONT will advise new employees covered by this Agreement that, (1) upon completion of their probationary periods, they have the right voluntarily to become or not become a member of the Union, and the right voluntarily to pay or not to pay financial support to the Union; (2) whether or not the employee becomes a member or pays financial support to the Union, (a) they will be covered by this Agreement, the Union, under federal law, has a duty to represent them, and to bargain on their behalf, and, (b) BEAUMONT and its representatives and agents, the Union, and any its representatives and agents or members, will not discriminate against them regarding their terms and conditions of employment, nor coerce or intimidate them because of their voluntary decision to become a Union member and financially support the Union or not to become a Union member and not financially support the Union.

The Hospital will give a written summary of Section 3.5 to a new hire for signature to verify its compliance with Section 3.5 and maintain the signed summary in the employee's file.

Section 3.6

NEW HIRE POST ORIENTATION MEETING WITH UNION REPRESENTATIVE REGARDING UNION MEMBERSHIP AND FINANCIAL SUPPORT.

At the conclusion of New Employee Orientation, employees being hired for bargaining unit classifications will meet with the Chief Steward or an alternate steward designated by the Union from the shift when orientation concludes, for purposes of explaining the Union's representation and their voluntary right to join the Union and pay Union dues without discrimination, coercion, or intimidation by BEAUMONT and the Union. The meeting with New Employees may typically take up to fifteen (15) minutes; however, if the meeting lasts longer, the Union steward will contact Human Resources.

Section 3.7

EMPLOYER RECEIPT AND FILING OF UNION MEMBERSHIP AND AUTHORIZATION FORMS.

The Union will furnish to the Hospital any Union membership and financial support authorization which it receives. The documents' terms will become effective, for a current seniority employee, on the first day of the month following the month in which the Hospital receives them, and for a new employee on the first day of the month after completion of their probationary period.

Upon being furnished to it, the Employer will keep in an employee's file, a copy of the employee's Union membership application and financial support authorization or any revocations of such documents. An employee will furnish the Union any revocation of membership or financial support, consistent with the Union's legally permissible rules, and furnish a copy to the Employer.

Section 3.8

UNION DUES AUTHORIZATION TO BE CONSISTENT WITH BEAUMONT PAYROLL SYSTEM. To be effective, a Union dues authorization must be consistent with BEAUMONT's payroll system, which, as of the date of this Agreement, will accommodate a deduction of a fixed monthly amount (i.e., non-percentage) from the first two pay checks in a month, on a prorated basis, provided the employee has sufficient net earnings to cover that amount. The deductions will be remitted by the Hospital to the Union no later than the end of the month in which deductions are made, along with a record of the names and the employees for whom deductions have been made, and the amount thereof.

Section 3.9

DEDUCTIONS - ERRORS. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reasons, such as error or the like, it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay after the error has been called to its attention by the employee or the Union.

Section 3.10

EFFECT OF CHANGE IN MICHIGAN LAW. The parties acknowledge that mandatory union security or union dues deduction in a collective bargaining agreement are not enforceable pursuant to Michigan law in effect at the effective date of this Agreement.

In the event the Michigan law prohibiting Union membership and mandatory dues deduction is amended or changed so that a mandatory union security provision and dues deduction are permissible in a collective bargaining agreement under Michigan law, then the Union and Employer agree to begin negotiations regarding union security and dues deduction. If negotiations do not result in agreement, then the Union security and dues deduction provisions will continue for the term of the Agreement and any extension thereof.

Section 3.11

CURRENT UNION MEMBERSHIP AND DUES DEDUCTION AUTHORIZATION CARD. Attached as ATTACHMENT C is a copy of the Union Membership and Dues Deduction Authorization card in effect on the ratification date of this Agreement. If the Union changes its Membership / Dues Deduction Authorization Card, it will notify the Employer.

Section 3.12

WORK BY VOLUNTEERS. BEAUMONT and the Union, recognize several volunteer organizations and workers perform services in the Hospitals that are a valuable and necessary contribution to the welfare of patients and to the operation of BEAUMONT. BEAUMONT and the Union agree that volunteers may perform duties incident to their patient relation functions and duties such as obtaining water for patients, accompanying ambulatory patients upon discharge, or assisting other patients with their personal items when the patient is being assisted by a transporter or nursing personnel, stocking supplies such as clerical supplies and wipers, cups for medicine, and water on medication carts, assist with clerical duties such as assembling charts, copying (provided that such clerical work does not result in displacing a bargaining unit employee), visiting patients, reading to patients, accomplishing errands for patients, act as greeters, access patient information to provide direction to

visitors, rocking babies, answering telephones in clerical settings (this does not include Desk Secretary job responsibilities), assisting alert patients with food and beverages (provided that such assistance shall not include any functions requiring a trained Nurse Aide), locating and delivering wheel chairs to appropriate areas, and pick up and deliver charts. The above services are listed as examples of the administrative and services supplementary to BEAUMONT personnel which a volunteer can perform.

ARTICLE 4 GENERAL PROVISIONS

Section 4.1A

RIGHTS RESERVED. BEAUMONT retains and shall have the sole and exclusive right and shall have a free hand to manage and operate the Hospitals, including all of their operations and activities, to decide the number of professional employees in classifications covered by this Agreement, to direct the working force of employees, to establish policies and procedures, to determine the type and scope of services to be furnished and the nature of the facilities to be operated, to establish schedules of operation and work, to determine the methods, procedures and means of providing services to patients, to elect to open and/or operate other hospitals, branches, clinics, and facilities, to merge, consolidate, or affiliate with any other hospital or hospital medical group, and to discontinue operation, in whole or in part, if in the sole judgment of BEAUMONT, it is deemed necessary or believed advisable to so discontinue. All of such rights are vested exclusively in BEAUMONT.

Section 4.1B

RIGHTS RESERVED, SPECIFIC. BEAUMONT, in addition to the rights set forth in Section 4.1A, shall have the right to promote, assign, transfer, and discretion to suspend, discipline, discharge for just cause, lay off and recall, to make and establish work rules and rules of conduct and fix and determine penalties for violation of such rules violated by an employee and, to maintain discipline and efficiency among professional employees, to maintain and schedule Temporary and Contingent employees; provided that such rights shall not be exercised by BEAUMONT in contravention of any of the express provisions of this Agreement.

Section 4.1C

WORK RULE CHANGES. BEAUMONT shall give copies of any changes in its work rules adopted during the term of this Agreement to the Union Staff Representative, thirty (30) days in advance of the effective date of such rule. During that thirty (30) day period, at the Union's request, BEAUMONT will meet with the Union to discuss the Work Rule change. At the conclusion of such thirty (30) days, BEAUMONT can post the original Work Rule change, or as modified after discussion with the Union. The Union shall have the right to grieve the reasonableness of any changes of the rules for a period of fifteen (15) working days after delivery of copies thereof to the Union's Staff Representative. Thereafter, any employee who violates or fails to comply therewith shall be subject to discipline for just cause as determined in its discretion by BEAUMONT, provided BEAUMONT's determination is consistent with its Work Rules and Rules of Conduct, it being understood that any employee deeming to be aggrieved by any such disciplinary action may use the Grievance Procedure.

Section 4.1D

RIGHT TO ADMINISTER. BEAUMONT retains and shall have the sole and exclusive right to administer without limitation, implied or otherwise, all matters not specifically and expressly covered by the provisions of Sections 4.1A, B. and C of this Article or excepted by the provisions of any other Article of this Agreement.

Section 4.2A

CONTRACTING OR SUBCONTRACTING.

Subject to Section 4.2B, bargaining unit work will generally be performed by members of the bargaining unit. However, BEAUMONT may subcontract such work when economic and/or operational factors related to the subcontracting establish that it is in BEAUMONT's best interest to do so.

In the event BEAUMONT is considering subcontracting work, it will notify the Union at least thirty (30) days in advance of the effective date of subcontracting and, at the Union's request, negotiate in good faith with the Union concerning the subcontracting as provided in Section 4.2B. If BEAUMONT provides the Union with the thirty (30) day minimum notice, BEAUMONT representatives will be available to meet with the Union within seven (7) days of such notice.

Section 4.2B

REVIEW SUBCONTRACTING OF PROPOSED WORK. Prior to subcontracting work normally performed by bargaining unit employees, except in an emergency or work of less than thirty (30) days, the contemplated work to be subcontracted shall be reviewed with the Union during the thirty (30) days advance notice period provided in Section 4.2A.

For purposes of this Section, "emergency" shall mean those situations which occur as a result of unforeseen circumstances and require the commencement of the subcontracting within a time frame which precludes the Hospital from giving the advance notice and meeting with the Union as provided in this Article. If it is possible in emergency situations, and in situations involving subcontracting of less than thirty (30) days, the Hospital will give the Union Chief Steward, at the facility where the subcontracting is to be done, notice of such subcontracting and the reasons and the length of such subcontracting prior to the commencement of the work being subcontracted.

In reviewing the subcontracting of bargaining unit work, except subcontracting due to an emergency or subcontracting of less than thirty (30) days, BEAUMONT and the Union shall consider the following factors during the thirty (30) day advance notice period:

1. The type of work to be contracted;
2. The extent of the work to be contracted;
3. The requirements of the work or project such as equipment, license, etc.;
4. The availability and capabilities of bargaining unit employees to perform such work;
5. The urgency of completion of such work to be subcontracted;
6. The duration of the work to be subcontracted; and

7. The economic factors related to such subcontract;
8. The operational factors related to such subcontract.

Upon completion of the review during the thirty (30) day advance notice period BEAUMONT may subcontract the work reviewed, provided BEAUMONT will continue to bargain with the Union about the effects of such subcontracting.

Section 4.3

PERSONAL APPEARANCE. All employees are required to follow proper hygiene, adopt appropriate pattern of dress, wear identification badge, attire, adornment and personal grooming which conform to the standards published by BEAUMONT.

Section 4.4

CONFIDENTIAL INFORMATION. The Union and BEAUMONT recognize the importance of protection of confidential information concerning patients and their families. Any and all information gathered or heard officially or unofficially about a patient shall be construed as confidential. Release of confidential information by an employee to a patient, a fellow employee, or any unauthorized person shall be regarded as a breach of confidence and shall be cause for discipline.

Section 4.5

NON-DISCRIMINATION. BEAUMONT will not discriminate on the basis of race, color, sex, sexual orientation, national origin, religion, marital status, height, weight, union membership, union position, union activity or any other activity protected by the National Labor Relations Act, handicap, political beliefs, or age.

Section 4.6

NOTICE OF MERGER, CONSOLIDATION, OR DISCONTINUANCE OF OPERATION. The parties hereto agree that BEAUMONT has a duty and responsibility to operate the Hospitals in a cost effective manner, to be knowledgeable of the intent and effect of various external laws, rules, and regulations pertaining to planning, reimbursement, certificate of need, or other requirements, to establish, modify or abolish service programs or other activities responsive to the needs of the Hospital's service area and to the efficient operations of BEAUMONT. BEAUMONT shall provide the Union notice of any contemplated sale or transfer of all of the assets, or a substantial portion of the assets of BEAUMONT.

Section 4.7

STRIKES/LOCKOUT. During the term of this Agreement employees will not engage in strikes, including sympathy strikes, sit-downs, slow-downs, cessations or stoppages of work, boycotts or other interference with BEAUMONT and its operations or with any business operations affiliated with BEAUMONT.

BEAUMONT agrees not to lockout any employee during the term of this Agreement.

Section 4.8

MAINTENANCE TOOLS. BEAUMONT shall furnish small hand tools required by employees for the performance of their work. The employees shall be responsible for care of such tools and replacement of same if lost.

ARTICLE 5 SENIORITY

Section 5.1

SENIORITY LIST. Employees covered by this Agreement shall be placed on a seniority list by last date of hire into a position in the bargaining unit. If two or more employees were hired on the same date, the employee with the highest last two Social Security digits shall be recognized as having the higher seniority; if the last two digits for such employees are the same, the employee with the highest last three Social Security digits shall be recognized as having the higher seniority, and so forth until one employee's Social Security number is found to be higher than the other employee's Social Security number.

BEAUMONT shall provide the Union with a complete, separate seniority list of:

- (a) Full-time employees;
- (b) Part-time employees.

Each Hospital's Human Resources Department shall maintain a current list of Contingent, Temporary and probationary employees performing work covered by this Agreement which may be reviewed by the Chief Steward upon request.

A separate list shall be maintained for each Hospital. In addition, there shall be a master list covering all Hospitals by classification.

Except as specifically provided in this Agreement, including but not limited to Sections 5.8, 5.12 and 5.13, no employee on list (b) (part-time employee list) shall exercise seniority over employees on list (a) (full-time employee list). These lists shall include current classifications and hourly rates and shall be brought up to date every six (6) months; the separate list for each Hospital shall also be given to the applicable Chief Steward every six (6) months.

After the ninety (90) day probationary period has elapsed from the date of hire, an employee shall be placed on the appropriate seniority list as of the employee's last Date of Hire into a position in the bargaining unit.

Unless otherwise specifically provided in this Agreement, employees not covered by this Agreement shall not accrue seniority in the bargaining unit.

Section 5.2

CHANGE OF STATUS. If a seniority employee changes from a full-time status to a part-time status within the same classification, the employee's seniority shall apply only in the former status until the employee has worked for fourteen (14) calendar days in the employee's new status.

If a seniority employee changes from a part-time status to a full-time status within the same classification, the employee's seniority shall apply only in the employee's former status until the employee has worked fourteen (14) calendar days in the new status, whereupon the employee's seniority shall apply in the employee's new status, but shall not apply in the employee's former status.

Section 5.3A

EXERCISE OF SENIORITY WITHIN CLASSIFICATION. Within a Hospital, an employee's seniority shall be exercised in the employee's department by classification and in the Nursing Department by unit, and shift preference as provided in Section 5.8, except in cases of extreme emergency.

Section 5.3B

TEMPORARY ASSIGNMENT. Generally, employees will be scheduled to work in the classification and, in the Nursing Department, the unit within their respective Hospital during the time period of the posted schedule; however, BEAUMONT may transfer employees to another position, and, within the Nursing Department, to another unit within the Hospital as has been done in the past.

Section 5.3C

TEMPORARY REASSIGNMENT. In the event BEAUMONT determines it is necessary to transfer an employee from his or her work site, to another hospital work site covered by this Agreement, the following shall apply:

1. BEAUMONT shall have the discretion to select the work assignments from which the employee is pulled and to which he or she is temporarily reassigned.
 - a. The use of temporary reassignment will not be used to avoid overtime.
 - b. Before using temporary reassignment, overtime will be offered to the employees who are present at work at the site in need.
 - c. For departments that are not operational for twenty-four (24) hours, overtime will be offered to employees at the site in need consistent with the collective bargaining agreement before an employee is reassigned.
 - d. If the need is still present after overtime is offered as reflected here, reassignment shall be offered by management in consultation with Human Resources in the following order:
 - i. Qualified volunteers, by order of seniority if more than one qualified volunteer requests to be temporarily assigned, then;
 - ii. Contingent employees by inverse seniority, then;
 - iii. Part-time employees by inverse seniority; then
 - iv. Full-time employees by inverse seniority.
 - e. Human Resources shall invite employees to volunteer to sign a Volunteer Site Reassignment List where the employee designates the classification, shift and department to which the employee agrees to be assigned.
 - i. An employee's name on such list does not mean that the employee is required to volunteer; and,
 - ii. The employee can be taken off the volunteer list at the employee's request.
2. An employee that is temporarily Reassigned to a different work site shall be permitted no more than sixty (60) minutes to travel to and from the new site, each way, and such travel time being considered as time worked. The employee will have an additional fifteen (15) minutes upon arrival to their work station. Upon request, arrangements will be

made for the reassigned Employee to punch out at his/her home site at end of shift. Employees will be provided mileage consistent with IRS guidelines.

3. Employees will be provided a flat rate of twenty-five dollars (\$25) for each day the employee is temporarily assigned.
4. For purposes of this section, "qualified" is defined as the capacity to perform the functions of the job in accordance with acceptable standards, including but not limited to knowledge, skill and efficiency.
5. When an employee is first Reassigned to the new facility, he or she will be provided with orientation and facility familiarization.
6. In the event the employee has no means of transportation, or providing their own transportation to and from the new worksite is a hardship, Beaumont will cover the costs of transportation to and from the new worksite.
7. The use of Temporary Reassignment will not be used to avoid filling an open position or to fill a long term leave of absence. No Temporary Reassignment will exceed three weeks in duration.
8. Transfers will be consistent with the affected employee's classification, time and shift.
9. Affected employees maintain the right to Union representation during Reassignment.
10. Any facility asked to provide an employee pursuant to this Section is under no obligation to do so.

Section 5.4

STEWARDS' PREFERENCE. Stewards shall be provided top seniority rights in their classification for purposes of layoff and recall, and temporary reductions in force in their classification, and for purposes of starting time within their shift and, Section 5.3A. As between a Steward and a Chief Steward, in applying a Section of this Agreement, the Chief Steward shall be recognized as having top seniority over a Steward.

In the event of a layoff of a Steward, bumping shall be accomplished following the procedure set forth in Section 5.13 using the Steward's top seniority rights outlined in this Section. These top seniority rights are effective only during tenure of stewardship.

Section 5.5

SENIORITY DATE ON NEW JOB. When an employee is awarded and accepts a position in a different job classification other than a temporary position covered by Section 2.12B, the employee's seniority in the new job classification shall be credited, on the date of transfer, except for the scheduling of PTO in the calendar year in which the transfer occurs. For purposes of PTO scheduling in the calendar year in which the transfer occurs,

the employee will select available open dates subject to the supervisor's approval.

Section 5.6.

CONTINGENT EMPLOYEE. A Contingent employee will accrue no seniority as an employee of BEAUMONT. A Contingent employee who is transferred to part-time or full-time status will have their seniority calculated from their last Date of Hire into a position within the bargaining unit, unless the Contingent employee was previously in the bargaining unit, in which event seniority will be based on their adjusted seniority/service date as provided in Section 2.4B.

It is the intent of the parties that Contingent employees as defined in Section 2.11 of this Agreement, be used to supplement the full-time work force as needed in a twenty-four (24) hour a day, seven (7) day a week operation. The intended use of Contingent employees is to enable management to accomplish the various scheduling requirements for the job to be performed and for scheduled weekends off, Holidays, PTO used for vacation, or other reasons specified in this Agreement.

During the term of this Agreement, if there are deviations from the intent of the parties, as specified above, or there are significant increases in the number of Contingent employees, such matters may be referred by either party to a Special Conference. Attached to this Agreement is Letter of Agreement #1 summarizing BEAUMONT's and the Union's general understanding on the number of Contingent employees' hours worked to the percentage of bargaining unit employees' hours worked. The Special Conference committee shall make findings and recommendations to the parties. Such findings and recommendations are not binding on the parties. The sole purpose of this provision is to provide direction to BEAUMONT and the Union and are not subject to the Grievance and Arbitration Procedure.

Consistent with Letter of Agreement #1 attached to this Agreement, BEAUMONT shall advise the Union of the number of Contingent employees for each Hospital, and agrees, on request of the Business Representative for the Union, to furnish similar information for the payroll period immediately preceding such request.

Section 5.7A

LOSS OF SENIORITY. An employee shall lose seniority and the employee shall be considered terminated from the bargaining unit in any of the following events:

- (a) If employee quits;
- (b) If employee is discharged for just cause, and is not reinstated through the Grievance Procedure;
- (c) If employee is absent from work without just cause for three (3) consecutive scheduled working days without notification to the Hospital where the employee works;

- (d) If employee obtains a leave of absence under false pretenses or fails to report to work after expiration of an approved leave of absence without just cause:
- (e) If when given at least five (5) days' notice by **BEAUMONT** by priority mail or phone, employee fails to return to work after a layoff at the time designated in such notice without just cause:
- (f) If employee retires under the terms of any **BEAUMONT** Retirement Program Plan, or any other reason.
- (g) If an employee is unable to return from a Leave of Absence at the end of the periods provided in Article 9.
- (h) If an employee loses seniority under Section 2.4B.

Section 5.7B

REMOVAL FROM CLASSIFICATION DUE TO LOSS OF LICENSURE, CERTIFICATION, OR JOB COMPETENCIES.

If an employee loses licensure, certification or competencies which are a job requirement, the employee will be removed from the applicable position and, at their option, moved to an open position not yet posted for which they are qualified or allowed to exercise seniority to bid for an open position.

Section 5.8

CHANGES IN SHIFT, STARTING TIME OR NURSING STATION WITHIN A CLASSIFICATION (48 HOUR RULE).

During the posting of a regular full-time or part-time opening under Section 5.9A, the Hospital will give preference for a shift, starting time or nursing station change to the employee who has the most seniority, and is in the same status within the classification and department at the Hospital where it occurs who bids for such opening within the forty eight (48) hours of posting on the intranet site being used by **BEAUMONT**. An employee whose change of shift or starting time or unit has been affected in this manner shall not become entitled to file another application for shift or starting time or unit change until at least one hundred and eighty (180) days have elapsed after such change has been made.

For purposes of this Section and elsewhere in this Agreement, in the Nursing Department, unit means a nursing unit within the Nursing Department providing direct patient care for which there is a separate Clinical Manager. Examples of a nursing unit are: ICU, IMC, and Medical-Surgical.

An opening filled by a Reassignment under Section 5.12 is not subject to the provisions of this Section.

Section 5.9A

FILLING JOB VACANCIES (OUTSIDE 48 HOUR RULE) SENIORITY PREFERENCE.

Except for vacancies covered by Section 2.12 and Reassignment under Section 5.12, whenever the Hospital elects to fill a regular vacancy in a bargaining unit classification, it will post a notice of such vacancy on the intranet site being used by **BEAUMONT** for a period of five (5) calendar days which excludes Saturday, Sunday and Holidays under the

Agreement. The notice will describe the position and location and will specify the hourly rate, and regular hours of work.

Except as provided in (3) below, an employee who has completed one hundred eighty (180) days of employment, if interested, shall file a request with the Human Resources Department through the intranet site being used by BEAUMONT for such posted position.

Unless otherwise filled as provided in this Agreement, a position filled under Section 5.9A, will be awarded, after the conclusion of the posting period as follows:

(1) Except as provided in (3) below, first, to the full-time employee already in that classification with the greatest seniority therein who is seeking a facility location change. An employee whose change of facility location has been affected in this manner shall not again become entitled to file another application for a transfer until at least one hundred eighty (180) days have elapsed after such change has been made, unless there are no eligible bargaining unit applicants for the vacancy.

(2) Except as provided in (3) below, if no full-time employees with seniority in the classification seeks the vacancy as a facility location change, preference for the job will be given first to qualified full-time applicants, then to part-time employees in the classification, and then to qualified other part-time employees on the basis of seniority, if the employee has the ability to perform the work giving due consideration to the employee's working record. An employee whose change of position or status has been affected in this manner shall not again transfer until at least one hundred eighty (180) days have elapsed after such change has been made, unless there are no eligible bargaining unit applicants for the vacancy.

Once the Hospital initiates this Section 5.9A, it may also advertise for external candidates to be considered consistent with the contract.

Active discipline which has occurred within one year preceding the employee applying for the opening will not automatically preclude an applicant from consideration for a new position, but BEAUMONT shall retain the right to exercise its discretion regarding the nature/severity of the discipline in its review of the candidate's qualifications.

(3) BEAUMONT shall retain the right to determine competency of any applicants. Determination of competency may be reviewed through the Grievance Procedure. If an employee has previously exhibited all skills required by a classification in the preceding six (6) months, he need not be tested for such skills when applying for an open position in that classification, provided the applicant meets the minimum qualifications for the job.

(4) The successful bidder will be placed on the job within forty-five (45) days after being awarded the job.

(5) If an eligible employee covered by this Agreement does not bid for the vacancy, **BEAUMONT** may fill the vacancy with an external candidate provided that if an eligible employee failing to timely bid for the vacancy completes a transfer request and advises Human Resources that they wish to apply for the vacancy, and **BEAUMONT** has not made an offer to an external candidate, the eligible employees(s) will be evaluated under criteria (1) through (3) of this Section, and give priority to such eligible employee(s) in order of seniority, over an external candidate. External candidate means a person not covered by this Agreement.

(6) An employee using **PTO** for vacation for five (5) or more consecutive days may file with the Human Resources Department a transfer request for a specific position if it is posted during the employee's use of **PTO** for vacation for five (5) or more consecutive days. Such transfer request expires on the date the employee returns to work from such **PTO**. If an employee files such a transfer and the requested position becomes available during the employee's **PTO** for vacation for five (5) or more consecutive days, Human Resources will consider the employee's request in filling a position under Section 5.9A.

Section 5.9B

REGULAR OPENING DEFINITION. For purposes of Section 5.8 and Section 5.9, a regular opening shall mean a vacant regular full-time or regular part-time position **BEAUMONT** determines to fill and which is vacant due to the termination of an employee's employment for any reason, or is due to an employee's leave of absence which exceeds the length of the leave or exceeds one hundred and twenty (120) days for a Medical Leave of Absence, or exceeds twelve (12) months for a Workers' Compensation Leave as provided in Section 2.12B, or which is due to the establishment of a classification which is new and therefore, in addition to the classifications set forth in Attachment A.

A position to which an employee is Re-Assigned under Section 5.12 is not a regular opening for purposes of Sections 5.8 and 5.9 and will be filled by Re-Assignment under Section 5.12 and not filled under Section 5.8 and 5.9.

Section 5.9C

EMPLOYEE ACCEPTING OR DECLINING AWARDED POSITION.

Upon being notified by Human Resources that they have been awarded a position under Section 5.8 and 5.9, an employee must accept or decline the position. If the employee declines the position the next senior eligible bidder will be contacted.

Section 5.10A

SPLIT SHIFT JOB POSTING. **BEAUMONT** agrees that it will not post a job reflecting a split shift, unless agreed to by the Union. If **BEAUMONT** requests the posting of a job with a split shift and the Union rejects such posting, **BEAUMONT** may elect to fill such job with a part-time position.

Section 5.10B

REPLACING FULL TIME JOBS. **BEAUMONT** agrees that it will not break down or replace in occupied full-time position with part-time positions, contingent positions or combinations of any of the two. **BEAUMONT** agrees that it will not eliminate a full-time position for the purpose of eroding union positions.

Section 5.11A **TEMPORARY REDUCTIONS IN FORCE.** A temporary reduction in force of less than one (1) week due to census or workload may be given with two (2) hours' notice.

If an employee reports for work without having been given the two (2) hour notice, the following procedure will apply:

(1) If the temporary reduction occurs during the first hour of the shift of the employees in the affected classification, employees in order of seniority in such classification, department, shift and facility will be offered the option to elect voluntary time off ("VTO").

(2) If the temporary reduction occurs after the first hour of such employees' shift, employees will be offered the opportunity to elect (VTO) in order of seniority within the affected classification, station (in the nursing department) or department (in non-nursing department), facility and shift.

Section 5.11B **TEMPORARY REDUCTIONS IN FORCE INVOLUNTARY.** If the reduction is not accomplished by the voluntary means provided in Section 5.11(A), then the employee(s) with the least seniority in the affected classification, unit within the Nursing Department, and department within non-nursing departments, shift, and facility will be released from work. Such employee(s) will be guaranteed two (2) hours of pay or four (4) hours of work, if permitted to work after being notified that they will be released; provided that if the employee being given mandatory time off was called in under Section 12.13, they will be entitled to a minimum of four (4) hours of pay.

Section 5.11C **USE OF PAID TIME OFF FOR VTO/MTO.** Employees electing voluntary time off under Section 5.11A, or mandated to take time off under Section 5.11B, may use accumulated PTO, or request an excused absence day (with circumstances noted on the attendance record) for that purpose. At the time the employee elects VTO or is mandated MTO, the employee must elect either PTO or an excused absence day. If they fail to do so, the employee will be given an excused absence day.

Section 5.12A **RE-ASSIGNMENT.** Prior to implementing a lay-off under Section 5.13, BEAUMONT can re-assign an employee which is the process used to adjust staffing levels on a particular shift within a classification, department, and, in the Nursing Department, a particular unit, in the employee's Hospital. Re-Assignment will not decrease the number of employees in the classification in the department. Unless another employee agrees to a Re-Assignment, the least senior employee in the classification on the shift where the decreased need for staffing has been determined, will be re-assigned. Re-assignment shall not involve involuntarily transferring an employee from one Hospital to another Hospital on either a daily, temporary, or permanent basis.

An employee in a classification who is to be Re-Assigned from the employee's shift as defined in this Section, may elect to displace the least senior employee in the Re-Assigned employee's classification on a shift of the employee's

preference before the Re-assignment procedures of this Section 5.12 are applied. In a Re-Assignment, this provision only applies to the employee initially designated for Re-Assignment and does not apply to the displaced employee.

If, during the ninety (90) day period, following the Re-Assignment, **BEAUMONT** elects to refill the position in the classification, the department, and in the Nursing Department, the unit, and shift from which the employee was Re-Assigned, the Re-Assigned employee will be returned to their classification, department and, in the Nursing Department, the unit.

BEAUMONT will notify the Union Business Representative at least two (2) weeks in advance of a re-assignment, or a reversal of the Re-Assignment as provided in this Section.

Re-Assignments under this Section are not subject to Sections 5.8 and 5.9.

Section 5.12B

REVERSAL OF INITIAL RE-ASSIGNMENT. The reversal of the initial Re-Assignment as provided in Section 5.12A only applies if the Re-Assigned employee was assigned to a different shift, and only applies to the employee initially Re-Assigned, and does not apply to an employee the Re-Assigned employee displaced incident to the time of Re-Assignment.

Section 5.13

LAY-OFF – BUMPING AND RECALL. **BEAUMONT** shall give two (2) week's written notice to employees who are about to be laid off for one (1) week or more. **BEAUMONT** shall give written notice to the Union Business Representative at the same time.

Such notice of lay-off shall include specific dates, job classifications, and departments affected. The following definitions, principles, and process will apply:

A. DEFINITIONS.

1. **Lay-off**— is the term applied to the entire process set forth in Section 5.13 which is intended to reduce the number of employees or hours of work for employees in a specific classification, department, shift and in the Nursing Department, unit, as a result of a reduction in available work. The lay-off process may result in any, or a combination of the following employment changes for an employee:
 - (a) Change in classification;
 - (b) Change in shift;
 - (c) Unit;
 - (d) Change in employment status;
 - (e) Layoff, resulting in an employee not actually working for a period of one (1) calendar week or more or resulting in an employee working in a classification or status different than the classification or status prior

to the lay-off. A lay-off includes lay-off's resulting from a Hospital closure.

2. Bumping – is the process used during lay-off whereby an employee with greater seniority has the right to displace an employee with the least seniority within a classification with the same or lower wage rate, or a classification with a higher rate if the employee had previously completed the probationary period and held that classification.
3. Recall – is the process whereby an employee who was laid off or bumped to another classification is returned to work, or status in the classification held prior to a lay-off. Such recall shall be based on reverse order of layoff with the most senior employee in the classification being recalled to their former classification or status first. Openings occurring in a classification, in which there are employees laid-off or reduced in status shall not be posted under Sections 5.8 and 5.9 until all seniority employees laid off from or reduced in status in the classification have been recalled to their classification.

B. SHIFT CHANGES BEFORE LAYOFF.

An employee in a classification who is to be laid off, as defined in sub-Section 5.13A, from the employee's shift may elect to displace the least seniority employee on a shift of the employee's preference before the layoff procedures of Section 5.13D are applied. This provision only applies to the employee initially designated for layoff and does not apply to the displaced employee.

C. SENIORITY WITHIN GROUPINGS.

Under this Section 5.13 the employees within the following groupings where there are multiple classifications will be considered as being "within a classification with the same or lower wage rate," under Section 5.13A(2), and, therefore, provided they are capable of performing the work as provided in Section 5.13D(4)(b), will be allowed to exercise their seniority within such group as if their classifications have the same wage rate as the other classifications in the group.

Group 1
Dietary Helper II
Housekeeper II
Group 2
Utility Attendant
Patient Access Specialist

D. PROCESS AND PRINCIPLES.

The following lay-off and recall process and principles will apply:

1. In the event of a lay-off, within a classification, the following order shall apply and no full-time or part-time employees shall be affected by a lay-off in such classification while there are any of the following employees still working, provided the full-time or part-time employee is willing to accept the available work:

First Step - Temporary employees;

Second Step - Contingent Employee; Contingent employees except those who have worked in the classification ninety (90) days or more prior to the date of lay-off. Contingent employees shall not work more than twenty-four (24) hours in any work week and no more than forty (40) hours in any payroll period. A Contingent employee may work more than the above hours to cover for PTO. For purposes of computing such forty (40) hours, additional hours worked because all eligible bargaining unit employees in the applicable classification have declined overtime or additional hours shall not be counted during such pay period.

Third Step - Probationary employees;

2. Seniority shall be the Date of Hire as a full-time or part-time employee covered by this Agreement.
3. All employees will be laid off according to the principle of seniority as applied in their respective job classifications in their respective Hospital, and recalled in reverse order. Seniority employees shall not be required to accept a reduction in status or a temporary position to retain their seniority.

Employees working in a temporary position in a classification different than their job classification will not be included in their job classification for lay-off purposes. Upon completion of the temporary position, they will return to their former job classification, provided their position has not been filled through the bumping process by a more senior employee. In the event there is not a position available in the employee's classification, the employee will be afforded bumping rights.

Employees in a temporary position will be included in their temporary position for lay-off purposes. Should the temporary position be identified for lay-off, the temporary position will end and the employee will be returned to the employee's regular position.

4. In the event of a lay-off, employees may bump the least senior employee in a classification within their bumping options. All bumping options shall be presented to the employee by the Human

Resources Department with the employee's Chief Steward or Department Steward present. The bumping options presented by the Human Resources Department will include:

- a. **BEAUMONT Hospitals Covered by This Agreement.**
The least senior employee within the **BEAUMONT Hospitals covered under this Agreement** in the employee's present classification and status.
- b. **Hospital Unit.** The least senior employee in each status in the employee's present classification: the least senior employee in each status in a classification into which an employee can bump as defined in Section 5.13A(2) and which the employee is capable of performing under Section 5.9A.

From these options available to the employee an available position will be determined by seniority and the employee's capability to perform the work under Section 5.9A.

Employees who decline to exercise their bumping options shall be laid off and placed on the recall list in their present classification at their Hospital.

An employee who exercises their seniority to bump into a different classification will be placed on the recall list for the classification from which laid-off.

5. An employee on lay-off retains seniority at the time of lay-off for the length of time they are on the recall list under Section 5.13D(7).

An employee not actively working as a result of lay-off does not accrue seniority unless recalled within the length of time they are on recall under Section 5.13D(7) but will be retroactively given accrued seniority if recalled within the length of time they are on the recall list under Section 5.13D(7).

6. An employee on lay-off who is not actively employed does not earn or accrue benefits during their layoff.
7. An employee will be on the recall list for a period of time equal to the employee's seniority; however, this period shall not be longer than two (2) years.
8. If the classification from which an employee is laid-off has an opening which **BEAUMONT** decides to fill, **BEAUMONT** will recall the most senior employees on lay-off unless **BEAUMONT** decides to Re-Assign an employee with more seniority than the laid-off employee to the opening. The open position will not be posted. A notice of a recall

or Re-Assignment will be given to the Chief Steward within twenty-four (24) hours of BEAUMONT filling the opening.

Should the most senior employee in a classification on recall refuse the opening, the next most senior employee will be recalled and so on, unless BEAUMONT decides to Re-Assign a more senior employee to the opening.

9. An employee who refuses recall to the employee's classification will be removed from the recall list for that classification, unless the employee was recalled to a position other than at the employee's Hospital, or status at the time of layoff.
10. Employees accepting Contingent status as a result of lay-off shall remain on the recall list for the classification from which initially laid-off, but will not remain on the recall list for any classification into which they bumped.
11. It is the intent of this lay-off procedure that Contingent employees will not be used to replace laid-off seniority employees, provided the laid-off seniority employee is willing to accept a Contingent position.
12. Employees recalled to a position other than the initial classification from which laid-off shall retain rights to be recalled to the initial classification when open, but not to any classification into which they bumped.

ARTICLE 6

UNION REPRESENTATIVES

Section 6.1

CHIEF STEWARD AND PROVISIONS FOR ACCOMMODATIONS.

BEAUMONT shall recognize a Chief Steward for BEAUMONT, TAYLOR, BEAUMONT, TRENTON, and BEAUMONT, WAYNE.

A suitable locked mailbox will be provided as a receptacle for messages to the Chief Steward.

Additionally, each Hospital will provide a locked file cabinet for the facility's Chief Steward to use in maintaining Grievance files.

If possible, the Chief Steward at each Hospital will be provided an e-mail address for correspondence with the Union, subject to BEAUMONT I.T. Security Policies.

Section 6.2

STEWARDS. For purposes of representation of employees in processing Grievances through the Grievance Procedure, an employee, at the employee's election, shall be represented by the Steward for the employee's group at the applicable Hospital based on the following schedule:

GROUP 1: All Hospital day shift employees in Food and Nutrition.

GROUP II: All Hospital day shift employees in Building, Grounds and Plant.

GROUP III: All Hospital day shift employees in Nursing Departments.

GROUP IV: All Hospital day shift employees in Housekeeping and Materials Management.

GROUP V: All Hospital afternoon shift employees in the Nursing Departments.

GROUP VI: All Hospital afternoon shift employees other than employees in the Nursing Departments.

GROUP VII: All Hospital midnight shift employees.

GROUP VIII: All Hospital day shift Clerical employees.

GROUP IX: All Hospital shift employees in Storeroom, Central Supply Room and Materials Management

Section 6.3

STEWARD'S TIME. Time spent by Union Stewards in investigating Grievances or other Union business related to this Agreement shall not interfere with their normal duties.

The Steward must first obtain permission from the Steward's immediate Supervisor before leaving the Steward's job to investigate Grievances or to conduct other Union business and shall be granted reasonable and adequate time to carry out the Steward's Union duties and return to work as soon as possible after completing such duties. The Supervisor shall not arbitrarily or unreasonably withhold such permission. Grievance meetings at Steps 2, 3 and 4 under Article 8 will not be scheduled to begin less than one (1) hour prior to the end of the Steward's shift without mutual agreement.

Section 6.4

BARGAINING COMMITTEE. The Union Business Representative and the Chief Steward from each Hospital, and up to two representatives from each Hospital shall constitute the Bargaining Committee.

Management agrees to release the Chief Stewards and Hospital representatives listed in this Section from work, without loss of pay, for negotiation meetings with BEAUMONT subject to a maximum pay-out of up to **one thousand three hundred (1,300)** hours for the term of this Agreement expiring **February 23, 2023** and subject to such meetings being scheduled in advance.

The Union may use the above time to prepare for the negotiations, on days when negotiations are not taking place, subject to the operation needs of the hospital, and providing such days are scheduled in advance. The Bargaining Committee will have the option to use the above referenced **one thousand three hundred (1,300)** hours, or in the alternative, use their PTO or VTO. Employees will be continued to be made whole during negotiation preparation, with benefits.

Section 6.5 **LIST OF OFFICERS.** A list containing the names of the Union Business Representative and Stewards will be given to BEAUMONT's Director of Labor Relations or designee in writing and be kept up to date. BEAUMONT shall only be required to meet with Union Stewards and Bargaining Committee members of which it has notice.

Section 6.6 **STEWARD TRAINING.** BEAUMONT shall allow each regular Steward (excluding alternates) up to three (3) days off with pay each year for attendance at Steward Training classes. The dates for such meetings shall be scheduled on dates acceptable to BEAUMONT and the Union, but such meetings shall be scheduled at least four (4) weeks in advance, if possible. Written notice of such meeting will be sent by the Union's Business Representative to the BEAUMONT Director of Labor Relations, or designee designated in writing by BEAUMONT.

Section 6.7 **POSTING OF NOTICES.** At each Hospital, two spaces will be provided for the posting of notices of Union meetings, elections, and appointments and such notices may be posted without prior approval. All other postings will be made only with the prior approval of the Hospital's Human Resources Department.

Section 6.8 **MEETING ROOM.** Upon the request of the Union Representative, Management will make every reasonable effort to make available a meeting place to privately conduct Union business during the non-working time of attendees.

Section 6.9 **UNION STEWARD - FOR EMPLOYEE MEETING.** On request, a Steward will be furnished confidential space to meet with an employee regarding discipline at the time the discipline is issued, or regarding a Grievance at a step of the Grievance Procedure.

ARTICLE 7 **DISCIPLINE**

Section 7.1A **DISCIPLINARY ACTIONS.** All disciplinary actions, (which are written warnings, suspensions and discharges) will be effective when given to the employee in writing by BEAUMONT. A copy of such will be placed in the Chief Steward's mail box within twenty-four (24) hours. A copy of the disciplinary action will be placed in the employee's personnel file. Any disciplinary action more than one (1) year old shall not have any force or effect in assessing future progressive disciplinary action. Prior to any meeting held for the purpose of issuing discipline, employees will be informed of the purpose of the meeting and their right to Union representation.

Section 7.1B **VERBAL COUNSELING.** A "verbal counseling reduced to writing" is not one of the formal steps of discipline provided in this Section. However, BEAUMONT and the Union recognize that when deemed appropriate, BEAUMONT may elect to give an employee a "verbal counseling reduced to writing." The intent of this "verbal counseling reduced to writing" is merely to indicate to an employee that their actions are inconsistent with BEAUMONT's Standards of Conduct. If an employee issued a "verbal

counseling reduced to writing" does not receive any further discipline within twelve (12) months after the issuance date of such verbal counseling, then **BEAUMONT** will not use such verbal counseling in considering whether to take disciplinary action as defined in this Section, and it will be considered removed from the employee's file.

Nothing contained in this provision in any way requires **BEAUMONT** in any situation to issue a "verbal warning reduced to writing," nor requires that such verbal counseling be issued before a written warning or other type of disciplinary action is taken.

Section 7.1C

ASSESSMENT FOR THREATENING CONDUCT. In the event an employee has threatened another person or physically assaulted another person or has engaged in conduct which jeopardizes the safety of any other person(s) or property, the Hospital, in conjunction with a suspension pending investigation, as provided in Section 7.1D, may require such employee to be evaluated by a health professional from an incident management consultant. The Hospital will advise the Union before changing its incident management consultant.

Section 7.1D

TIME FRAME FOR DISCIPLINE AND SUSPENSION PENDING INVESTIGATION. Except for attendance discipline, within fifteen (15) days after becoming aware of facts which may lead to discipline, **BEAUMONT** will suspend an employee pending investigation or discipline the employee. If **BEAUMONT** suspends an employee pending investigation, **BEAUMONT** must conclude such investigation and issue disciplinary action, if any, within fifteen (15) days after such suspension. Any suspension pending investigation shall be in writing and state the reasons for such suspension.

Discipline for attendance violations will be issued within fifteen (15) days after the end of the payroll period in which the attendance violation occurs.

If an employee does not make themselves available to receive a discipline within the fifteen (15) day period provided in this Section, the Hospital will issue the disciplinary action to the Union's Chief Steward at the applicable Hospital, or in their absence, the Steward for the employee's shift and department at such Hospital and mail a copy of the disciplinary action to the employee by priority mail addressed to the employee at the last address in **BEAUMONT's** records.

Section 7.1E

DISCIPLINE FOR ABSENTEEISM AND TARDINESS. Absenteeism and tardiness shall be assessed separately from discipline for violation(s) of other work rule(s) and in accordance with Sections 9.1, 9.2, 9.3 and 9.4.

Section 7.2

REPRESENTATION DURING DISCIPLINE MEETING. Before any meeting commences for the purpose of issuing discipline, employees will be informed of the purpose of the meeting and their right to Union representation.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1

GRIEVANCE REVIEW. In all instances wherein a Grievance shall arise it shall be the right of the employee or the Union to request a review of the Grievance. A Grievance is defined as an alleged violation of a specific Article or working condition or Section of this Agreement arising after the effective date of the Agreement, including alleged violations by an individual employee under Section 4.5. All references to "working days" in the following procedure implies that Saturday, Sunday and Holidays under this Agreement are not counted.

PROCESS - All Grievances (except Grievances relating to a discharge) shall be processed in accordance with the following. Grievances relating to a discharge shall be filed within seven (7) working days of the discharge at the Third Step.

FIRST STEP: An employee with a Grievance shall discuss it with the immediate Supervisor in an attempt to resolve the matter informally. The employee shall be informed of the employee's right to Union representation unless the grievant is a Union representative in which event the grievant shall be deemed the Union representative.

SECOND STEP: If the Grievance is not immediately resolved in Step One, the employee with a grievance shall reduce the Grievance to writing and sign the Grievance, if possible, and present the Grievance to the Department Head within three (3) working days of the discussion at Step One in an attempt to adjust the Grievance. The grievant shall be accompanied by the Steward, unless the grievant does not want the Steward present. If the grievant is a Steward, then the grievant shall be accompanied by the Chief Steward unless the grievant does not want the Chief Steward present. The Department Head, Supervisor involved, employee and Union Steward or Chief Steward when applicable will endeavor to adjust the Grievance without delay and **BEAUMONT** will give the Union's Chief Steward its written answer within three (3) working days after the meeting.

THIRD STEP: If the Grievance was not resolved at the Second Step, the Chief Steward shall present the Grievance to the Human Resource Department at the Hospital within three (3) working days after the written answer of the Department Head in the Second Step. The Hospital's Human Resources Representative, or designee, and the Department Head shall meet with the employee and the Chief Steward and attempt to adjust the written Grievance. The meeting shall be scheduled within five (5) working days after

receipt of a copy of the written Grievance at this step. The Human Resources representative shall answer the Grievance, in writing, within three (3) working days after the meeting. The answer shall be given to the Chief Steward, Steward, and grievant.

If the Chief Steward fails to present the Grievance within three (3) working days as provided at this Step, the Grievance will automatically advance to the Fourth Step, provided the Union's Business Representative appeals the Grievance within seven (7) days after the expiration of the three (3) day period at the Third Step.

The Human Resources Department at the facility may waive the Third Step's three (3) day appeal period in which event the Grievance will be processed at the Third Step.

FOURTH STEP: If the Grievance cannot be resolved at the Third Step, the Union's Business Representative and/or designee shall appeal the Grievance to the Human Resource Administrator designated by **BEAUMONT** of the Hospital within fifteen (15) working days of the Human Resources Representative's answer at Step Three. At least by the conclusion of such meeting, the Union shall specify, in writing, each section of the Agreement which it alleges **BEAUMONT** has violated. The Union's Business Representative or a designee, Chief Steward or designee, the employee, the Hospital's Administrator or designee, and the **BEAUMONT** Human Resources Administrator or designee and the Human Resource Representative for the Hospital shall meet to attempt to resolve the Grievance. The meeting shall be scheduled within five (5) working days following appeal to the Hospital's Administrator and held within twenty (20) working days after such appeal was filed. The Hospital's Administrator shall mail the answer, by priority mail, to the Union's Business Representative within ten (10) working days after the meeting, and forward a copy to the Chief Steward, Steward and employee.

FIFTH STEP: In the event the parties are not able to reach a mutually satisfactory agreement in Step Four above, either party may proceed to arbitration by giving written notice to the other of its intention to so proceed. Such written notice must be given within forty-five (45) working days after the answer in Step Four above, provided that consistent with the following paragraph regarding mediation, any Grievance, other than a Grievance involving a discharge, which is timely processed to arbitration must be submitted to non-binding mediation before a mediator appointed by the Federal Mediation and Conciliation Service ("FMCS").

Such mediation is to be conducted within sixty (60) days of the date on which the request for arbitration was timely filed and will be conducted under the FMCS procedure for Grievance mediation. Unless otherwise agreed by **BEAUMONT** and the Union, Grievances involving an employee discharge, if timely filed, will proceed directly to arbitration and is not subject to mediation.

The Arbitrator shall be rotated by selecting him or her in the following order for each Grievance presented for arbitration; in the event more than one Grievance is presented for arbitration on the same day, then the Grievance with the earlier date shall be assigned to the next arbitrator to be selected, and the second Grievance to the next arbitrator to be selected and so forth.

Mark Glazer

The losing party on the merits of the Grievance shall pay the fees and expenses of the arbitrator.

For any Grievance submitted for arbitration which is settled after the "cancellation date" set by the arbitrator, the Union will pay the cancellation fee, unless **BEAUMONT** initiates such settlement after the cancellation date, in which event, **BEAUMONT** will pay the fee.

The phrase "cancellation date" means the date set by the arbitration for cancelling an arbitration without a cancellation fee.

The phrase "the Hospital initiates such settlement" means that the Hospital makes the initial proposal after the cancellation date to settle the Grievance pending before the arbitrator.

The Hospital shall not be liable for the payment of wages to or the expenses or charges of any employee or representative of the employee or of the Union who participates in any way in such arbitration.

The arbitrator chosen shall be empowered to rule only upon the interpretation and construction of the specific provisions of this contract including the provisions of Section 4.5 and shall not be empowered to set wage schedules, change or modify any provision of this Agreement, set hours of work, or introduce any new material. The arbitrator shall render a decision within thirty (30) calendar days after the arbitration hearing.

Section 8.2A

CHANGE OF ARBITRATORS. Within the thirty (30) day period before January 1 of each calendar year during the term of this Agreement contract, either the Employer or Union can strike one name from the arbitrator list provided in Section 8.1. **Fifth Step.** If an arbitrator is struck from the list, the Employer and the Union will attempt during the following thirty (30) day period to agree upon a replacement. If a replacement is not agreed upon, the parties will supplement the selection process by using FMCS for every other arbitration thereafter. If FMCS is used, then either the Employer or the Union will have the option of striking one (1) panel, and will select the arbitrator from

the FMCS panel which was not struck by either BEAUMONT or the Union by alternately striking names with the last name left on the panel being the selected arbitrator.

Section 8.2B

TIME LIMIT. No non-discharge Grievance shall be recognized or processed on facts or events which have occurred five (5) working days or more (working days exclude Saturdays, Sundays and Holidays under this Agreement), prior to the date of the presentation of the Grievance at the First Step. For discharge Grievances no Grievance shall be recognized or processed on fact or events which have occurred seven (7) working days (working days exclude Saturdays, Sundays and Holidays under this Agreement), prior to the date of the presentation of the Grievance at the Third Step.

Section 8.3

FAILURE TO FOLLOW TIME LIMIT. If BEAUMONT fails to follow the time limits in the Grievance Procedure, the Grievance will be automatically moved to the next step. Except as provided at the Third Step, if the Union fails to follow the time limits in the Grievance Procedure, the Grievance will be treated as withdrawn but without prejudice and precedent for future Grievances.

ARTICLE 9
ABSENCES

Section 9.1

EXCUSED ABSENCES. Excused absence is absence without pay which an employee is granted by the employee's Department Head or designee, in advance, to remain away from work less than a day or for one (1) or more days, but for less than seven (7) consecutive days, including scheduled days off. Every reasonable attempt will be made to grant excused absences to employees for special religious Holidays pertinent to their faith. Absences which cannot be prearranged which are caused by an emergency situation may become an excused absence upon the prompt notification and approval of the Department Head or designee. Department Heads must use discretion in determining whether a given absence is excused or unexcused. Excused absences shall not be considered in disciplinary actions for attendance problems as provided in Sections 9.2 and 9.3. Notice to the Department Head or Supervisor of an absence does not mean that the absence is excused unless the Department Head or Supervisor specifically authorizes the absence.

Section 9.2

DEFINITIONS:

- A. **Review Period** – The review period for discipline in accordance with this Article is based on a rolling six (6) month period. Once points are assessed, according to Section 9.3, they will remain on active record for six (6) months.
- B. **Tardy** – Arriving to the work area any time after the scheduled start time.
- C. **Out Early** – Leaving the work area any time before the scheduled work shift end time without prior approval.

- D. Unscheduled Absence – Failure to report for a scheduled shift without prior approval. Up to forty (40) consecutive hours off for the same illness or event will be considered one (1) occurrence.
- E. No Call/No Show – Failure to report to for a scheduled shift without proper call-in.
- F. Missed Punch – Failure to punch in for the start of the shift, or out for the end of the scheduled shift.

Section 9.3 PROCEDURE.

Point Assessment – Attendance issues have been assigned a point value, when an employee reaches or exceeds the allotted number of points (six in a six-month period) they will be subject to discipline as follows:

<u>Points Assessed</u>	<u>Type of Absence</u>
<u>0</u>	<ul style="list-style-type: none"> • <u>Approved scheduled time off</u> • <u>FMLA covered leaves of absence</u> • <u>Other approved leaves of absence</u> • <u>Company holidays</u> • <u>Jury duty</u> • <u>Bereavement time</u> • <u>Facility closure due to Low Census or Unforeseen Circumstances</u>
<u>½</u>	<ul style="list-style-type: none"> • <u>Missed punch – in or out*</u> • <u>Tardy – Arriving to the physical work area any time after scheduled shift start time***</u> • <u>Early out – Leaving the work area any time before scheduled shift end time</u>
<u>1</u>	<ul style="list-style-type: none"> • <u>Unscheduled absence of up to 40 hours for any reason not excused above, with proper call-in</u>
<u>2 – Require HR approval prior to assessment</u>	<ul style="list-style-type: none"> • <u>Unscheduled absence for any reason not excused above, without proper call-in</u> • <u>Unscheduled absence on day(s) on which a request for scheduled time off was denied</u> • <u>Unscheduled absence on a company holiday</u> • <u>Pattern attendance – Recurring unscheduled absences on weekends/extending weekends, holidays/extending holidays, other difficult to staff shifts,** or repeated pattern of multi-day unscheduled absences (Must be reviewed/approved by Human Resources)</u> • <u>For a pattern absence Human Resources will review the reason for the absence before assessing any points*****</u>

* points will not be assessed for a missed punch when such missed punch results from a malfunction of the timeclock. In such circumstances, the employee must

notify his or her supervisor as soon as possible after discovering the malfunction. If the employee presents him or herself to the supervisor and ready to work at the start of the scheduled shift, points will not be assessed if the employee forgets his badge and therefore cannot punch in and out.

** the employer will strive to fill difficult to staff shifts with contingent workers

*** Employees are expected to punch in by the start of their and move directly to their work area after punching in.

**** Employees are required to call in two hours before the start of their scheduled shift except if the employee is scheduled to start work from 5 to 7 a.m. in which case the employee shall call in one hour before the start of the scheduled shift.

Employees will receive two grace period tardies each six-month period for the first two years of this contract. In the third year and going forward, employees will receive one grace period tardy each six-month period.

*****All attendance points on an employee's record area reviewable by an arbitrator only at the time of the grievance arbitration for the discipline.

Section 9.4 INTERVENTIONS:

It is the responsibility of each employee to manage their attendance to the established expectations. It is the responsibility of leaders to review the attendance record with employees at the following intervals.

<u>Points Accumulated</u>	<u>Documented Intervention Level</u>
<u>3</u>	<u>Attendance Record Review – Documented</u>
<u>5</u>	<u>Attendance Record Review w/Pre-termination Warning – Documented</u>
<u>6</u>	<u>Termination</u>

Section 9.5 REQUEST FOR PROVISIONAL ATTENDANCE DOCUMENTATION.

At employee's request, all managers will provide provisional departmental documentation on the employee's absence record within three (3) business days of such request. An employee may make such a request on a quarterly basis.

Section 9.6 VTO AND MTO NOT CONSIDERED UNDER BEAUMONT'S ATTENDANCE POLICY.

For purposes of Section 9.3, VTO and MTO shall not be considered an absence or an occurrence.

Section 9.7 NOTICE TO DEPARTMENT HEAD.

An employee is required to notify their Department Head, or designee, of their absences at least two hours prior

to the beginning of their shift, except for employees with a shift beginning between 5-7 a.m., as provided in Section 12.16.

However, an employee will be eligible to receive a paid sick leave benefit PTO if they notify their Department Head, or designee, of their absence due to sickness or disability before the expiration of one (1) hour after their shift's starting time.

Section 9.8

DAILY AND RETURN NOTICES. An employee is required to call daily for the first three (3) continuous days of absence due to sickness or disability, unless the employee has previously furnished to the employee's Hospital's Human Resources Department a written physician's statement verifying the length of absence due to sickness or disability.

If a full-time employee is absent due to sickness or disability for more than five (5) consecutive work days or more than forty (40) hours, the employee must furnish Employee Health Services or its designee, a written physician's statement verifying the length of absence due to sickness or disability. If a part-time employee is absent due to sickness or disability for more than three (3) consecutive work days or more than twenty-one (21) consecutive work days, the employee must furnish Employee Health Services or its designee a written physician statement verifying the length of absence due to sickness or disability.

The employee is required to verify the employee's intention to return to work twenty-four (24) hours in advance of such return. Employees on a leave of absence must comply with the requirements of Section 9.17 when returning to work.

Section 9.9

MEDICAL LEAVE OF ABSENCE. Beginning the first day of the month following the commencement of employment, an employee who is unable to work because of personal illness or injury, will upon presentation of a physician's statement, documenting the physician's diagnosis and estimated length of disability, be granted a Medical Leave of Absence, provided that such physician's statement is subject to verification by BEAUMONT's physician. The duration of an employee's medical leave of absence will be contingent upon the unique circumstances of the employee and the medical documentation provided in support of the leave.

BEAUMONT may have an employee who requests an extension of a Medical Leave to be examined by a physician chosen by BEAUMONT, provided BEAUMONT notifies the employee within seven (7) calendar days of the request for Medical Leave and such examination shall take place within fourteen (14) calendar days of the notice. BEAUMONT will make a good faith effort to choose a physician located near the employee's work site. Such extension of a Medical Leave and the denial of sick and accident benefits shall not be denied prior to the examination of data by BEAUMONT, and notification of the examination results to the employee. Requests for extension must be approved by Benefits Administration, a least five (5) calendar days prior to the end of the current Leave period.

Any period of time granted under this Section will be considered as Leave under the Family Medical Leave Act ("FMLA") and the time period of such Medical Leave will run concurrently with the time period for a FMLA leave for which the employee is eligible.

Section 9.10A **WORKERS' COMPENSATION LEAVE OF ABSENCE.** An employee unable to work because of illness or injury covered under Workers' Compensation is considered to be on a Workers' Compensation Leave of Absence. Any period of time granted under this Section will be considered as leave under the Family Medical Leave Act ("FMLA") and the time period of such Workers' Compensation Leave will run concurrently with the time period for a FMLA leave for which the employee is eligible.

Section 9.10B **SHORT TERM DISABILITY BENEFITS IF WORKERS' COMPENSATION DISPUTED.** In the case of a dispute with respect to the receipt of Workers' Compensation benefits, if the employee is otherwise eligible for Short Term Disability benefits, the employee shall be paid the Short Term Disability benefits, upon execution of an agreement to reimburse any benefits received from Workers' Compensation.

Section 9.11A **MILITARY LEAVE OF ABSENCE - MILITARY ACTIVE SERVICE.** Employees shall be granted a Military Leave of Absence for service in the Armed Forces with all rights and privileges in accordance with the then existing laws. Any employee engaged in active duty shall be paid the difference between the employee's military pay and the employee's base pay with BEAUMONT for the first ninety (90) days of such active duty. Service in the Armed Forces shall include time spent in military guard duty.

Section 9.11B **MILITARY NON-ACTIVE TRAINING.** Any employee who attends non-active military training for a maximum of two weeks shall be paid the difference between the employee's military pay for that period, and the employee's base pay with BEAUMONT.

Section 9.12 **PERSONAL LEAVES OF ABSENCES.** A full-time or part-time employee with ninety (90) days' employment or more may be granted a Personal Leave of Absence if valid reasons are presented, provided that the employee has expended all FMLA protected leave (if applicable) and accrued PTO prior to granting the leave. Employees on an active disciplinary suspension are not eligible for a personal leave of absence.

Personal leaves of absence may be granted for up to thirty (30) calendar days. Requests for an extension must be approved by department management, at least five (5) calendar days prior to the end of the current leave period. Extensions may be granted on an individual basis, in maximum increments of thirty (30) calendar days, not to exceed a combined total of six (6) months.

Employees returning within sixty (60) days may be reinstated as follows:

If the employee on Personal Leave returns to work within sixty (60) days and before their job has been offered to another employee, the employee returning from a Personal Leave will be reinstated to their previous position as provided in the second paragraph of this Section.

Unless the employee is to be reinstated to their prior position, if the employee returns to work within sixty (60) days from the date on which the Personal Leave began, the employee may exercise the employee's seniority at the facility where employed at the time of such leave, to displace an employee with the least seniority in the employee's classification but same status with the same or lower maximum wage rate.

Unless the employee is reinstated to their prior position, a full-time employee returning from a Personal Leave within sixty (60) days, who does not have sufficient seniority to displace a full-time employee may displace the least senior part-time employee in the employee's classification or another classification with the same or lower maximum wage rate at the facility where employed at the time of such leave.

If such full-time employee is unable to displace a part-time employee, the employee shall displace the least senior employee in the employee's status and classification at another facility, provided the employee has more seniority than such person, and for a full-time employee if there is no such person, then displace a part-time employee in the employee's classification at another Hospital.

Section 9.13

LIMITATION ON LEAVES OF ABSENCE. The duration of an employee's leave of absence will be contingent upon the unique circumstances of the employee and the documentation provided in support of the leave and applicable law. If the documentation provided in support of a leave of absence does not specify a duration, a leave of thirty (30) days may be granted. Except as expressly provided in this Agreement, or by applicable law, any Medical Leave of Absence, including Workers' Compensation, may be granted for up to twelve (12) months.

Where applicable, and consistent with law, all leaves provided under this Agreement shall not exceed twelve (12) months and will run concurrently with any other leave, including FMLA, short-term disability (STD), long-term disability (LTD), as well as an ADAAA accommodations leave.

Irrespective of any other provisions of this Agreement, an employee on a Leave of Absence will not accumulate seniority or continuous service after the time periods provided in this Section.

Section 9.14

TIME OF LEAVES OF ABSENCE. Requests for Leaves of Absence shall be processed in accordance with the prescribed procedure and on the prescribed form. Due to the preponderance of PTO between May 1st and October 1st, leaves of absence for other than Medical, Workers' Compensation, Military Active Service or Inactive Military Service will not be granted during this period except under the most unusual circumstances.

Section 9.15 **HOLIDAYS DURING LEAVE OF ABSENCE.** Except for employees who are using PTO benefits during the waiting period for Short Term Disability benefits, an employee on leave of absence will not receive pay for Holidays falling within the leave. The exception for employees who are using PTO during the ShortTerm Disability waiting period applies only if the employee has PTO to use on the Holiday.

Section 9.16 **NON-ACCRUAL OF BENEFITS DURING LEAVE OF ABSENCE.** An employee on leave of absence will not accrue any PTO while on Leave of Absence.

Section 9.17 **REINSTATEMENT-MEDICAL LEAVE.** The employee will furnish Employee Health Services or its designee with a physician statement showing a return date attesting to the employee's ability to perform the full essential responsibilities of the employee's position at least five (5) calendar days before the conclusion of the employee's leave. BEAUMONT may require an employee to be examined by its doctor consistent with the procedure in Section 9.9.

If not reinstated by BEAUMONT due to medical or disability reasons, the employee shall continue to receive Short Term Disability benefits, if the employee has not exhausted eligibility for such benefits. When a medical leave does not exceed one-hundred and twenty (120) days, the employee will be reinstated to the employee's previous position within three (3) days (excluding Saturday, Sunday and Holidays under this Agreement) after such presentation of a physician's statement. If the medical clearance from the physician includes restrictions, the employee must contact their department manager and Employee Health Services at least five (5) days prior to their return to work date.

If an employee's Medical Leave exceeds one hundred and twenty (120) days, BEAUMONT may post such employee's position as a regular full-time or part-time opening based on operational needs. Employees will be reinstated consistent with applicable state and federal law.

If the employee on Medical Leave returns to work after such one hundred and twenty (120) days, but before their job has been offered to another employee, the employee returning from a Medical Leave will be reinstated to their previous position as provided in the second paragraph of this Section.

Unless the employee is to be reinstated to their prior position, if the employee returns to work between the one hundred and twenty (120) days, and one (1) year from the date on which the Medical Leave began, the employee may exercise the employee's seniority at the facility where employed at the time of such Leave, to displace an employee with the least seniority in the employee's classification and status or another classification but same status with the same or lower maximum wage rate.

Unless the employee is reinstated to their prior position, a full-time employee returning from a Medical Leave after the one hundred and twenty (120) days,

who does not have sufficient seniority to displace a full-time employee may displace the least senior part-time employee in the employee's classification or another classification with the same or lower maximum wage rate at the facility where employed at the time of such leave.

If such full-time employee is unable to displace a part-time employee, the employee shall displace the least senior employee in the employee's status and classification at another facility, provided the employee has more seniority than such person, and for a full-time employee if there is no such person, then displace a part-time employee in the employee's classification at another Hospital.

Section 9.18

REINSTATEMENT FROM WORKERS' COMPENSATION LEAVE.

An employee returning from a Workers' Compensation Leave of Absence within twelve (12) months shall be reinstated to the employee's previous position with no loss of seniority within three (3) days (excluding Saturday, Sunday, and Holidays) after the presentation of a physician's statement, attesting to the employee's ability to perform the full responsibilities of that position. BEAUMONT may require an employee to be examined by its doctor consistent with the procedure in Section 9.9.

Section 9.19

REINSTATEMENT ALL OTHER LEAVES. An employee returning from a Leave of Absence under all circumstances, other than those covered by Sections 9.5A, 9.17 and 9.18, who returns within ninety (90) days from the date the Leave commenced will be reinstated in the employee's previous position if it is open, or in a position with as near similar responsibilities and pay as possible, if there is such a position open.

An employee who does not return from such leave within the ninety (90) days will not have reinstatement or bid rights under this Agreement.

Section 9.20

REINSTATEMENT FROM A LEAVE - OCCURRING DURING A LAY-OFF. In the event there was a reduction in the employee's position before or during the employee's Leave of Absence, reinstatement will be as provided under the recall provisions of Section 5.13A3.

Section 9.21

JURY DUTY. Full-time and part-time seniority employees of BEAUMONT will be granted time off for jury duty when called upon by the court for this purpose. Upon substantiation of attendance at jury duty, such employees will receive straight-time pay based on their straight-time wage rate for the scheduled work hours absent as a result of jury duty. An employee is to work on scheduled work days when the employee is not required to be present for jury duty.

If such employee is excused from jury duty on a scheduled work day, the employee must report to BEAUMONT if a minimum of four (4) hours remains in the employee's schedule.

These same provisions shall apply to a full-time or part-time employee who is called as a witness, except when called to testify on behalf of a party who is adverse to **BEAUMONT**.

Section 9.22

BEREAVEMENT. Subject to this Section's provisions, if death occurs to an employee's spouse/**domestic partner**, child, including step children, and grandchildren over which the employee has legal custody, **parent or step-parent**, the employee will be excused and receive pay for five (5) working days **to be used** within the **thirty (30)** day period immediately following the date of death.

Subject to this Section's provisions, if death occurs to an employee's brother or sister, grandparent, great grandparent, grandchild, legal dependent, spouse's parent, spouse's brother or sister, son-in-law or daughter-in-law, the employee will be excused and receive pay for three (3) working days **to be used** within the **thirty (30)** day period immediately following the date of death.

Part-time employees will be excused and receive up to eight (8) hours pay for only days and hours for which the employee was shown on the schedule to work within the thirty (30) day period following the date of death up to the maximum number of days listed in the preceding paragraphs. The part-time employee must comply with all terms and conditions regarding attendance and provisions within this Section.

The employee must be present and attend the services and provide a statement of attendance from the funeral director.

In the case of the death of someone close, other than those listed above, or if additional time off is required for the funeral of an immediate family member listed above, the employee, upon proper notification to the Supervisor, may arrange for paid benefit time or unpaid time off to attend the funeral.

Section 9.23

LIGHT DUTY WORK. Employees are required to perform all of the essential job responsibilities of their classification provided that an employee who is temporarily disabled from performing all of such essential job responsibilities, **and who is receiving workers' compensation**, may be assigned less than all of such essential job responsibilities consistent with the Workers' Compensation Act.

ARTICLE 10

PAID TIME OFF FOR FULL-TIME AND PART-TIME EMPLOYEES

Section 10.1

ELIGIBILITY. Full-time and part-time employees are eligible to accrue and use **PTO** based on length of service since their last date of hire by **BEAUMONT** or a Successor. Full-time and part-time employees begin to accrue **PTO** from the last date of hire by **BEAUMONT** or a Successor as a full-time or part-time employees, but may take **PTO** only after ninety (90) days of service.

Section 10.2 **METHOD OF ACCRUAL.** PTO accrues on the following basis:

Years of Service	Accrual Per Hour Paid	Maximum Annual Accrual	Maximum Bank
Less than 4 Years	.08076924	168 hours	168 hours
4 to 8 Years	.096153847	200 hours	200 hours
9 to 15 years	.115384616	240 hours	240 hours
16 or more Years	.119230770	248 hours	248 hours

PTO accrues per pay period based on any paid hours worked (including overtime hours) in each pay period, provided that PTO hours will not accrue more than the maximum accrual of PTO permitted under the BEAUMONT, or a Successor's, policy for non-represented hourly employees at the Hospitals where the employees work. Once the annual maximum is reached, PTO hours will not accrue until the PTO bank is reduced below the maximum.

Employment as a Temporary or Contingent employee does not count for any purpose in computing years of service for PTO.

An employee transferring from full-time or part-time status to Temporary or Contingent status will be paid accrued PTO as of the transfer date, if the employee has completed a minimum of one (1) year of uninterrupted service from the date they became a part-time or full-time employee.

An employee's accrued PTO will be stated on the employee's payroll voucher.

In computing "years of service" (also known as "continuous service") for PTO, only years of service while the employee is eligible for PTO are counted. For example, Employee A was initially employed as a Contingent, but became a part-time or full-time employee two years later. Employee A starts accruing service for PTO purposes from the first day of employment as a full-time or part-time employee, and service as a Contingent is not counted. If after three (3) years of service as a part-time/full-time employee Employee A returns to Contingent status, Employee A's PTO is paid off since Employee A has been in a part-time/full-time status for more than one year. If Employee A, thereafter, returns to a part-time/full-time employee position, then, for PTO purposes, Employee A is given an adjusted service date so that Employee A thereafter accrues PTO as an employee with three (3) years of service.

Section 10.3A **BASIS FOR PTO PAYMENT.** PTO pay is based on an employee's regular base rate of pay, excluding all differentials and shift premiums, up to eight hours for a full-time employee, and based on a pro-rated number of hours for a part-time employee if less than eight hours.

Hours paid as PTO do not count as "hours worked" in the calculation of overtime rates of pay.

Section 10.3B **PTO PARTIAL DAYS.** PTO may be used in partial increments of at least six (6) minutes or other minimum time period used in the time-keeping system, which, as of February 24, 2020, was the Kronos system.

Section 10.4 **TRANSFER.** PTO accrual for an employee transferred from part-time to full-time, or from full-time to part-time, will be carried forward and not paid off. The PTO accrual for full-time or part-time employee transferred from one Hospital to another or to an entity within a Successor to another will also be carried forward and not paid off.

Section 10.5A **PTO USE – OTHER THAN FOR VACATION.** Accrued PTO is to be used for any absence from scheduled work, excluding Bereavement Pay, Jury Duty, Steward Training under Section 6.6 and except as provided below, for absences due to a work-related illness or disability or absences due to a non-work related illness or disability for which an employee is receiving Short/Long Term Disability. **Full-time employees must utilize accrued paid time off of five (5) days up to forty (40) hours based on the number of hours scheduled of the first seven (7) consecutive days of Leave, unless this time is covered by Workers' Compensation benefits. Part-time employees must first use accrued paid time off to cover the hours the particular employee is scheduled to work of the first seven (7) consecutive days of Leave (to a maximum of five (5) days) unless Workers' Compensation benefits provide otherwise.**

An employee absent due to a work- related illness or disability during the Workers' Compensation waiting period, up to the employee's regular daily straight time wages, and may use PTO as a supplement to Workers' Compensation up to the employee's regular daily straight time wages when receiving such benefits.

An employee absent due to a non-work-related illness or disability is to use PTO during the waiting period for any Short/Long Term Disability Benefit. However, upon receiving such disability benefit, the employee has the option to use PTO to supplement the Short/Long Term Disability Benefit up to the employee's regular daily straight time wages.

PTO time granted for any purpose must be integrated into the work schedule.

Section 10.5B **PTO USE – FOR VACATION.** Requests for PTO for vacation must be approved prior to posting of work schedules so that a replacement may be made if necessary.

No PTO for vacation shall be scheduled until the form requesting PTO has gone through the designated channels and has been fully approved and signed.

Section 10.5C **PTO - USE FOR VACATION: REQUEST FOR PTO DURING JUNE, JULY AND AUGUST.** Requests for PTO submitted before April 15th for vacation purposes during June, July and August, will be returned within two (2) weeks after April 15.

Total seniority will be the controlling factor for scheduling PTO for vacation purposes during June, July and August which are made on or before April 15th. In scheduling PTO for vacation purposes, full-time employees shall be given preference over part-time employees.

Section 10.5D **PTO – USE FOR VACATION: REQUEST FOR PTO OTHER THAN JUNE, JULY AND AUGUST.** PTO requests for vacation other than those requests made for June, July and August will not be considered sooner than six (6) weeks prior to the period being requested. Such requests will be granted on a seniority basis with full-time employees being given preference.

BEAUMONT shall respond to such requests within two (2) weeks of the request being made.

BEAUMONT and the Union can agree to waive the six (6) week period for extraordinary events for the use of PTO for vacation purposes of one week or more needing significant advance confirmation.

Section 10.5E **PTO – CANCELLATION OF SCHEDULED PTO FOR VACATION.**

Once the Department Head approves a PTO request for vacation, BEAUMONT will not cancel the scheduled PTO, except in cases of emergency and in those cases, if the employee objects to the cancellation because of unusual circumstances (e.g., purchase of non-refundable plane tickets), the employee's objection will be personally reviewed by the Hospital's Administrator as soon as possible.

If there are no longer sufficient hours available to cover a previously approved time off period, the Manager has the right to cancel the requested period of absence, or grant as an excused absence.

Section 10.5F **PERSONAL DAYS.** Employees shall be granted "Personal Days," which will be days off using the PTO bank of the employee. The maximum number of Personal Days permitted per calendar year are four (4) days. Personal Time cannot be used on a Holiday, the day preceding a Holiday, or the day following a Holiday. Personal Days may be used for personal business but may not be used consecutively.

An employee must submit a written request at least five (5) days in advance of the requested day off. This notice period may be waived if there is an urgent need for the employee to be off sooner, and if, in the discretion of the Hospital, can spare the employee requesting the Personal Day. The Supervisor will grant an employee's Personal Day request, provided the employee has sufficient accrued PTO, unless, operational needs exist that preclude the request from being granted. Such specific operational needs will be identified in writing for the employee requesting the Personal Day, and the Steward. The Supervisor must give an answer to the employee's request on or before the date that the schedule for that requested day off is posted. If the schedule is already posted at the time the request is made, the Supervisor will give an answer to the employee's request within seventy-two (72) hours of the request.

Personal Day requests will be scheduled in the same manner that Vacation requests are scheduled. Personal Days off must be taken in a minimum of one (1) hour increments.

Section 10.6

OPTION FOR PAYMENT OF ACCRUED PTO. An employee with more than 80 hours banked will be eligible to cash out hours at two times each year.

PTO Cash-Out Options

1. Cash Out I (mid-year)
 - a. Cash out up to 40 hours at 90% value.
2. Cash Out II (open enrollment)
 - a. Cash out up to 40 hours at 90% value to be paid in January of the following year.
 - b. Cash out up to 40 hours at 90% value with payments divided over 26 pay periods beginning the first full pay period of the following year. If employment is terminated during the year, the remaining cash out is forfeited.

Section 10.7

PAYMENT FOR ACCRUED PTO ON SEVERANCE. On transfer from full-time or part-time to Temporary or Contingent or separation from the payroll as a result of discharge, separation, or retirement, a full-time or part-time employee with at least one (1) year of continuous service as a full-time or part-time employee will be given, at the time of such transfer, separation, or retirement, a payment computed on the basis of total unused accrued PTO at the employee's base hourly rate exclusive of all differentials and shift premiums. Such payment will be made within twenty-one (21) days after the date of separation. For purposes of this Section, one (1) year of continuous service is counted from the date the employee became eligible for PTO to exactly one (1) year later, without a break in eligibility for PTO.

Section 10.8

PTO - USE DURING FIRST SEVEN DAYS OF WORK-RELATED ILLNESS/DISABILITY. For the first seven days of a work-related illness or disability, an employee has the option of using PTO. If the employee elects to use such PTO, and then receives Workers' Compensation for such time, the employee shall reimburse such payment to BEAUMONT, and the employee's PTO bank shall be credited on an hourly basis by dividing such payment by the employee's hourly rate. If the employee elects not to use such PTO, the employee shall retain the Workers' Compensation.

PTO may be used with supervisor approval when necessary for an employee's doctor or dentist appointments.

Section 10.9

PTO AND RELATION TO HOLIDAY. PTO will not be granted to persons scheduled to work on a Holiday, the last scheduled day prior to a Holiday, or the first scheduled day following a Holiday without a physician's certification of the employee's inability to work. Such physician's certificate shall be presented to the employee's Supervisor or Department Head or other person designated by the Hospital if the Supervisor or Department Head is not

available, on the employee's first scheduled day after absence. For reasons acceptable to the employee's Supervisor or Department Head or other person designated by the applicable Hospital, an employee may be allowed up to two additional calendar days to provide such notice.

If a Holiday occurs during the time period in which an employee is using accrued PTO for vacation purposes, the applicable day will be paid as Holiday time and not as PTO.

An employee is not eligible to receive Holiday pay in lieu of PTO because they are receiving PTO while on a Leave of Absence, or while supplementing Workers' Compensation or Short/Long Term Disability Benefits.

Section 10.10

WAGES IN LIEU OF PTO. Payment of wages in lieu of PTO for vacation will be allowed only when the employee is required to forego earned vacation time and only after approval of the employee's Department Head and Hospital's Administrator.

ARTICLE 11

SHORT TERM AND LONG TERM DISABILITY PROGRAMS

Section 11.1

QUALIFICATIONS. Benefits under BEAUMONT's Short Term and Long Term Disability Program will be paid to employees covered by this Agreement on the same basis, including policies, as provided for non-represented hourly employees at the employee's Hospital.

An occupational sickness, disability, or accident will not be covered by Short Term Disability but will be covered by the Michigan Workers' Compensation Act.

Section 11.2

SHORT TERM AND LONG TERM DISABILITY PROGRAM GOVERNED BY INSURANCE CONTRACT. The Short Term and Long Term Disability Programs will be provided consistent with the applicable insurance contract.

Section 11.3

SHORT TERM AND LONG TERM DISABILITY CHANGES. If BEAUMONT changes the Short Term and Long Term Disability Program in effect on February 24, 2020, or in effect when later changed, BEAUMONT or its Successor, will give the Union at least thirty (30) calendar day notice of the change for purposes of discussion about the change with the Union Staff Representative and Chief Stewards during the thirty (30) day notice period. After the thirty (30) day notice period expires, BEAUMONT can implement the change but will continue to meet with the Union, at its request, to negotiate about the effects until BEAUMONT and the Union reach an impasse as defined by federal law.

ARTICLE 12
WORKING HOURS

Section 12.1 **NORMAL WORK DAY.** The normal work day shall not be more than eight (8) consecutive working hours in any twenty-four (24) hour period, excluding the lunch period. For purposes of this Section, the starting time for the twenty-four (24) hour period shall be the employee's starting time.

Section 12.2 **NORMAL WORK WEEK.** The normal work week shall be not more than six (6) consecutive days in any seven (7) day period.

Section 12.3A **NORMAL WORK SCHEDULE.** The normal work schedule shall include not more than ten (10) days in any fourteen (14) day payroll period.

Section 12.3B **ALTERNATIVE WORK SCHEDULE.** For operational reasons, employees may be scheduled on the basis of a ten (10) hour shift/four (4) days per week or a combination of twelve hour and eight-hour shifts. Unless already working a forty (40) hours per work basis the employee will be reclassified to work on a forty (40) hours per week basis, rather than an eight hours per day/eighty hours per two-week payroll period basis. Employees on a forty (40) hours per week basis will be paid overtime compensation only for hours worked in a work week (as defined in Section 12.1) in excess of forty (40) hours.

If BEAUMONT anticipates implementation of an alternative work schedule, on a forty (40) hour work week basis of ten (10) hours / four (4) days per week, or a combination of twelve (12) hour and eight (8) hour shifts, it will notify the Union thirty (30) days in advance of the implementation of such alternative work schedule and bargain with the Union about the effects of its decision.

Section 12.4 **WORK SCHEDULE.** Subject to Section 5.10, BEAUMONT shall post a work schedule of at least two (2) weeks duration and not greater than four (4) weeks duration, one (1) week in advance of the first working day covered by the schedule. A work schedule will not be subject to changes after it is posted unless circumstances are created beyond the control of the applicable Hospital. However, employees may agree to exchange scheduled days upon twenty-four (24) hours prior notice to the Supervisor if no overtime is created and the Supervisor approves the change. See Letter of Agreement #8 re: Application of Section 12.4.

Section 12.5A **SCHEDULED WEEKEND (SATURDAY AND SUNDAY) WORK.** If possible, full-time seniority employees will be scheduled off every other weekend and, if possible, part-time employees will be scheduled off a minimum of thirteen (13) weekends per calendar year, unless a majority of the full-time employees of that department or that shift have indicated otherwise to their Supervisor. Except in case of emergency or majority vote, employees presently scheduled off every other weekend will continue to be so scheduled.

Section 12.5B

WEEKEND MAKE-UP. An employee with discipline on their record for attendance (absenteeism and/or tardiness) who is absent on a weekend shift(s) or who reports for work more than one (1) hour after the start of their weekend shift(s) will be required to "make-up" such weekend shift(s) by being scheduled to work an additional weekend shift(s) for each weekend shift(s) absent, provided that such "make-up" shift(s) is scheduled within sixty (60) days of the weekend shift(s) for which the employee was absent or reported more than one hour late.

An employee absent on a weekend shift(s) due to being on a Leave of Absence under Article 9 will not be required to "make-up" weekend shift(s) on which absent due to such Leave.

For purposes of this Section, weekend is defined as beginning at 11:00 p.m. on Fridays and ending at 11:00 p.m. on Sundays.

Section 12.6

EXCEPTIONS. Since patients must be cared for twenty-four (24) hours each day, three hundred sixty-five (365) days per year, providing seven (7) days a week coverage, it is evident that employees in certain classifications may, on occasion, be required to work more than their normal work schedule, but employees will not be regularly required to work more than their normal work schedule. Exceptions to this basic policy may be made only with the specific approval of the facility's Administrator.

Section 12.7

ADDITIONAL HOURS. On a semi-annual basis, January and July, part-time employees can sign up to work hours in addition to their regularly scheduled work hours. Consistent with the applicable Hospital's Department procedure, and/or, in the Nursing Department location procedure during the applicable semi-annual period, a part-time employee who has signed for additional hours will designate, on a weekly, bi-weekly, four (4) week or longer schedule basis specific days and shifts in which the employee can work additional hours. When an opportunity for additional hours for a part-time employee is available BEAUMONT will contact those part-time employees at the applicable Hospital in the classification, department and Nursing Department location who have indicated availability to work on the day and during the hours on which the additional hours are available. BEAUMONT will distribute additional hours among those employees signing for the applicable additional hours on a fair and equitable basis depending on its needs, provided that the senior employee will be given preference among eligible employees signing for additional hours, for the same time period(s). If an employee(s) signing the availability list believes they are being inappropriately bypassed, the employee with or without steward representation will meet with the Supervisor to review their belief. If BEAUMONT and the Union agree such employee was inadvertently bypassed, the Supervisor will give priority for future additional hours to remedy the employee's inadvertent bypassing.

If a part-time employee signs the semi-annual availability list but, thereafter, declines to work twice during the semi-annual period on the days for which they indicated their availability, the employee will be removed from the availability list for the balance of such semi-annual period.

If a part-time employee(s) indicating their availability on the availability list do not accept the additional hours opportunity, BEAUMONT may offer such opportunity to a full-time employee who notifies their manager that they are available to work the available hours on a straight time basis consistent with this Agreement or reserve or Temporary employee or any part-time employee.

Quarterly BEAUMONT will provide the Chief Steward at the applicable Hospital, the work schedule verifying the part-time employees who signed for additional hours, and the number of additional hours such employees have been offered and worked. The applicable manager or department Supervisor will meet with the Chief Steward to review any concerns regarding the distribution of additional hours.

Section 12.8 **OVERTIME AUTHORIZATION.** All employees will be paid for hours worked on an overtime basis according to Section 12.9 if such work is previously authorized by the Department Manager or Supervisor.

Section 12.9 **OVERTIME DEFINED.** Except as provided in Section 12.3(B), hours worked in excess of eight (8) hours in the twenty-four (24) hour period of the work day as defined in Section 12.1 and in excess of eighty (80) hours in a pay period, commencing at 11:00 p.m. on Saturday and ending 10:59 p.m. on a Saturday, fourteen (14) days later, will be paid at the rate of time and one-half (1-1/2) (i.e. "overtime" or "overtime rate"). There will be no pyramiding of overtime, so that a worked hour paid at the overtime rate will not be considered for overtime payment on any other basis.

If BEAUMONT implements an alternate work schedule as provided in Section 12.3(B), employees on the alternate work schedule will only be paid the overtime rate for hours worked in excess of forty (40) in a work week.

Only the following hours will be counted for purposes of calculating overtime: (1) actual hours worked, (2) scheduled hours not worked because of "mandatory time off" required by BEAUMONT under Section 5.11B; and, (3) hours worked during a pay period, or work week for employees on an alternative work schedule, which were worked before a death in the employee's immediate family for which the employee qualifies for Bereavement Pay.

Section 12.10 **COMPUTATION OF OVERTIME.** Payment for overtime will be computed on completed hours and one-tenth (.1) hour intervals and will be based on one and one-half (1-1/2) times the regular pay scale. No overtime will be authorized for less than one-tenth (.1) of an hour.

Section 12.11A **OFFERING OVERTIME OPPORTUNITIES.** Opportunities for overtime work shall be offered based on the total of an employee's overtime hours worked as shown on the BEAUMONT's Labor Distribution Report, which will be updated on a weekly basis (until the next Distribution Report is published) to reflect overtime hours worked and refused since the date of the Distribution Report. When published, such Report will then be used for the distribution of overtime and updated as provided in this Section. The

Department Steward at the Hospital will be given a copy of the Distribution Report every two weeks.

Section 12.11B OVERTIME – EXCLUSION FROM. An employee may be excluded from being called for overtime opportunities by signing a request not to be called.

Section 12.11C OVERTIME OPPORTUNITIES. During the posted schedule, overtime opportunities may be offered up to two (2) weeks in advance of the two (2) week work period during which the overtime is to be worked. Such scheduled overtime will be offered to the available employee(s) in the classification with the lowest total hours on the total overtime hours report, starting with the full-time employees, then part-time employees, and then employees in probationary status.

An employee accepting scheduled overtime is expected to work the overtime accepted. For scheduled overtime accepted more than twenty-four (24) hours in advance of the scheduled start time for the overtime, the employee must notify their Supervisor at least twenty-four (24) hours before the start of the overtime shift accepted, if, because of a change in circumstances, they will not be able to work the overtime accepted.

For overtime scheduled and accepted within the twenty-four (24) hours in advance of the scheduled overtime, the employee is to work such overtime unless the employee is able to establish that they are unable to work such overtime because an emergency has arisen. The Supervisor may require the employee to provide proof of the emergency.

For purposes of this provision, emergency means circumstances which are totally unforeseen and could not have been known prior to acceptance of the overtime, and prevent the employee from working the accepted overtime.

In situations when the employee is to work overtime after the end of their shift and the employee's scheduled overtime or non-scheduled additional hours accepted during their shift is cancelled, **BEAUMONT** will give the employee at least two (2) hours' notice of the cancellation, unless the circumstances requiring the cancellation occur within such two (2) hours before the end of the employee's shift.

Except for those situations where the circumstances requiring the cancellation occur within such two (2) hours, if **BEAUMONT** fails to give the two (2) hour notice, the employee will be permitted to work up to two (2) hours of overtime. This provision applies only to overtime following a shift worked which overtime was either scheduled or the result of non-scheduled hours accepted during their shift and does not apply to call in situations covered by Section 12.13.

In those situations where the circumstances requiring the cancellation occur within two (2) hours of the end of the shift, the notice of cancellation will be given as soon as possible.

Section 12.11D **OVERTIME OPPORTUNITY – REFUSING.** An employee refusing an overtime opportunity shall be charged the number of hours worked by the employee who works the hours.

Section 12.11E **OVERTIME ASSIGNMENT TO NEW EMPLOYEES IN A CLASSIFICATION OR TRANSFEREES TO A NEW CLASSIFICATION.** Any new employee in a classification or an employee who transferred to a new classification will be assigned the highest number of total overtime hours that exist in that classification.

Section 12.11F **OVERTIME HOURS TO ZERO.** Overtime hours will be reduced to zero as of each January 1 of the calendar year, and the equalization process will be restarted.

Section 12.11G **OVERTIME ISSUES FOR EMPLOYEES WHO DECLINE.** If an employee continues to decline overtime opportunities, or continually cannot be contacted without signing a request not to be included on the overtime list, a Hospital's Supervisor and/or Manager and the Department Steward will meet with the employee to determine that employee's continued availability for overtime opportunities.

Section 12.11H **OVERTIME – AVAILABLE TO WORK.** For purposes of this Section 12.11, "available for overtime" means the employee is not on Leave of Absence, nor using PTO or other scheduled time off (except regularly scheduled days off), nor is excluded under Section 12.11B, nor is not working all or a part of the hours during which the overtime opportunity occurs.

Section 12.11I **OVERTIME – REQUIRED.** Once the process in Section 12.11C is completed, unless there is a volunteer or Contingent agreeable to work the overtime, BEAUMONT may require the employee who has the lowest total overtime hours on the total overtime hours report, within the same classification, department, and Hospital where the overtime opportunity exists, to work that opportunity in the following order:

- (1) Contingent employees at work when the overtime is scheduled;
- (2) Probationary employees at work when the overtime is scheduled;
- (3) Part-time employees at work when the overtime is scheduled;
- (4) Full-time employees at work when the overtime is scheduled;

When an employee is assigned overtime work under this sub-Section (I), BEAUMONT will use its best efforts to have an employee within the classification, department, and Hospital on the shift following the shift on which the overtime opportunity exists to report for work early or otherwise arrange to relieve the employee assigned to work the overtime opportunity.

Section 12.12 **PRIORITY OF STRAIGHT TIME HOURS.** BEAUMONT and the Union agree in applying Sections 12.8 and 12.11I, BEAUMONT will first utilize

additional straight time hours rather than overtime hours to cover staffing needs.

Section 12.13 **CALL IN PAY - NON-CONTINUOUS.** Employees reporting for work at the request of BEAUMONT at a time other than on their regularly scheduled shift will be entitled to a minimum of four (4) hours pay.

Section 12.14 **EMPLOYEE'S TARDINESS.** All employees are expected to be at their work location at the time of the beginning of their shift, **as provided under Section 9.2.** Employees who anticipate being late must notify their Supervisor as soon as possible, but no later than within one (1) hour after the start of their shift. Employees calling in after such one (1) hour shall be considered a no call/no show for the purpose of point assessment under Section 9.7. unless, for reasons beyond the employee's control, the employee was unable to notify the Supervisor within such one hour.

Employees reporting to work after such one (1) hour will be sent home, unless they have called within one (1) hour after the start of their shift and arranged with their Supervisor to report late, in which event they shall be considered tardy.

Employees reporting late, but within the first hour of their shift, with or without notice to the Hospital shall be considered tardy.

Employees will be assessed points for tardiness on the basis of one-tenth (.1) hour intervals, i.e., six (6) to eleven (11) minutes late, penalized one-tenth (.1) hour; twelve (12) to seventeen (17) minutes late, penalized two-tenths (.2) hour; etc.

Section 12.15 **EARLY PUNCH OUT.** All employees are expected to be at their work until the end of their scheduled hours. Any employee who registers the employee's time card prior to the end of the employee's shift will be assessed points as provided under Section 9.2 for punching out early on hourly or one-tenth (.1) hour intervals, i.e., punch out early of one (1) to six (6) minutes, penalized six (6) minutes, punch out early of seven (7) to twelve (12) minutes, penalized twelve (12) minutes, etc.

Section 12.16 **NOTIFICATION OF ABSENCE.** Employees with a shift beginning between 5-7 a.m. are required to notify their Department Head or Supervisor of any anticipated absence at least one (1) hour prior to the beginning of their regular shift. All other employees are required to notify their Department Head or Supervisor of any anticipated absence at least two (2) hours prior to the beginning of their regular shift. The Department Head or Supervisor shall maintain a notification procedure which enables employees to give the required notice. Sick employees will be required to notify the Hospital's daily for the first three consecutive days of absence unless they have furnished the facility's Human Resources Department a written physician's statement verifying the period of absence due to illness. An employee absent for more than three (3) consecutive days due to illness must furnish the Hospital with a written physician's statement verifying the illness and the

period the employee will be absent. An employee absent due to illness for fourteen (14) consecutive days or more must apply for a Medical Leave of Absence under Section 9.9.

Section 12.17 **MEAL TIME.** With the exception of employees required to work a straight eight (8) hour shift, employees who work a shift of at least six (6) hours will be allowed thirty (30) minutes for lunch or dinner during their shift at a time specified by the Department Head or Supervisor. This time will not be considered a part of the eight (8) hours of working time.

During the meal time, employees leaving the building in which they work must notify their Department Head or Supervisor prior to leaving.

During the meal time, employees leaving the Hospital property on which the Hospital in which they work is located, must record their leaving and returning times in the Kronos system or other system adopted by the Hospital.

Section 12.18 **REST PERIODS.** With the exception of employees required to work a straight eight (8) hour shift, employees will be given two fifteen (15) minute rest breaks away from work during each eight (8) hour shift at a time scheduled by their Department Head or Supervisor and a fifteen (15) minute break for each four (4) hours worked after such eight (8) hour shift. Rest periods not taken will not be recognized as legitimate overtime for pay. Employees working a shift of less than eight (8) hours but more than four (4) hours will be given one fifteen (15) minute rest break.

All employees must recognize that there may be occasions when conditions will not permit rest breaks. During a rest period, employees leaving the Hospital in which they work must notify the Department Head or Supervisor prior to leaving. During the rest period, employees leaving the property of the Hospital in which they work is located, must record their leaving and returning times in the Kronos system or other system adopted by the Hospital.

ARTICLE 13 **WAGES**

Section 13.1A **WAGE RATES.** Wages shall be paid to employees in accordance with the wage rates set forth in Attachment A attached hereto.

Section 13.1B **WAGE RATES FOR CONTINGENT AND TEMPORARY EMPLOYEES.** Attachment A contains a four (4) year progression for each classification. Contingent and Temporary employees who transfer to a part-time or full-time position in their classification will be paid at the twelve (12) month rate in Attachment A, or the wage level equivalent to their employment from date of hire, whichever is shorter, and progress therefrom.

Contingent and Temporary employees who transfer to a part-time or full-time position in a classification different than the classification held at the time of the transfer will be paid the "Begin" rate in Attachment A.

Section 13.1C **WAGE RATES FOR EMPLOYEES TRANSFERRING CLASSIFICATIONS.** An employee in a part-time or full-time position who transfers to a position with a higher maximum rate will be paid the rate for the new position which is immediately above their rate as of their transfer date, and progress therefrom under the schedule in Attachment A. An employee who transfers to a position with a lower or lateral maximum rate will be paid based on Attachment A according to their seniority.

Section 13.2 **OVERTIME RATE.** Employees will be paid time and one-half for any overtime worked as defined in this Agreement.

Section 13.3A **SHIFT DIFFERENTIAL PAY.** Employees who work four (4) or more hours which fall between 3:00 p.m. and 7:00 a.m., will be paid the sum of seventy-five (\$.75) cents per hour. The shift premium differential shall be paid for all hours actually worked during the period of 3:00 p.m. and 7:00 a.m.; the shift differential pay shall be considered as part of the base hourly rate for purposes of computing overtime pay. The shift differential shall increase to \$1.00 per hour effective year three of the contract.

Section 13.3B **VARIABLE SHIFT TIMES PREMIUM PAY.** An employee whose starting time or quitting time varies shall be paid a shift premium consistent with Section 13.3A for each day in which the employee's shift has four (4) or more hours which fall between 3:00 p.m. and 7:00 a.m.

Section 13.4 **DIFFERENTIAL PAY EXPLANATION.** An employee assigned to a night shift and required to work the full shift immediately following the night shift, shall be entitled to shift differential pay for all hours worked. If assigned to an afternoon or night shift and required to work a regular day shift after a lapse of time within the same twenty-four (24) hour period, an employee is not entitled to shift differential pay for those hours actually worked after 7:00 a.m. An employee who normally receives shift differential pay will not be paid the differential when paid PTO or scheduled Holiday time off, Jury Duty, or Bereavement.

Section 13.5 **WEEKEND DIFFERENTIAL PAY.** Employees who are scheduled to work one or more eight (8) hour shifts during the weekend period beginning at 11:00 p.m. on Fridays and ending at 10:59 p.m. on Sundays, even though such scheduled shift is for less than eight (8) hours, shall be paid the weekend differential rate of fifty cents (\$.50) per hour. Employees called to work on the weekend will be paid the weekend differential rate for all call-in time worked.

Section 13.6 **PAYMENT FOR WORK IN A HIGHER CLASSIFICATION.** If an employee temporarily transferred from their present classification to a different classification with a higher wage scale than the wage scale for their present classification once or more which accumulates to at least one (1) hour within a continuous work period, they shall be paid the maximum rate of the higher rated classification.

For purposes of this Section, an employee temporarily transferred more than once, accumulative to at least one (1) hour, will be paid for no less than four hours at the maximum rate, provided that in no event shall such paid hours exceed the actual hours worked.

An employee temporarily transferred to a classification with a lower wage scale will continue to be paid their regular wage rate.

- Section 13.7** **ON CALL PAY POLICY.** BEAUMONT'S On Call Pay policy will be applied to employees placed "on call" who are responsible for snow removal; such employees are to make themselves available for on-call and make themselves available for such purpose.
- Section 13.8A** **TRAINING PROGRAM.** BEAUMONT and the Union recognize the value of on-the-job training and that employees have insights which are valuable in the job training process. For purposes of this Section 13.8, "job training" means that the employee is assigned generally to work side by side with another employee(s) demonstrating the methods or procedures for performing the job, and ensuring that the employee is performing the job consistent with BEAUMONT approved methods and procedures. Training is distinguishable from familiarizing an employee with a job or classification or department procedures, answering another employee's questions which are incidental to performing a job, and similar functions necessary to orientate a new employee in a classification to the daily work functions. BEAUMONT and the Union recognize that such orientation is the joint responsibility of BEAUMONT Supervisors and employees.
- Section 13.8B** **TRAINER SELECTION.** BEAUMONT may select a seniority employee to train another employee within the trainer's classification. An employee selected by BEAUMONT has the option of declining the trainer opportunity.
- Section 13.8C** **TRAINER SELECTION DOES NOT RESTRICT BEAUMONT'S RIGHTS.** BEAUMONT's agreement regarding selection of a seniority employee to train another employee does not in any way restrict BEAUMONT's right to have its Supervisors, managers, or other persons not covered by this Agreement perform such training.
- Section 13.8D** **TRAINER PREMIUM PAY.** Trainers will be paid a premium of seventy-five cents (75¢) for each hour spent training. If such training occurs during hours for which an overtime premium is paid, the seventy-five cents (75¢) premium will be included in the wage used for overtime calculation.
- Section 13.8E** **TRAINER SELECTION AT BEAUMONT'S DISCRETION.** Irrespective of any other provision of the Agreement, trainer selection and assignment to job training will be done by BEAUMONT in its discretion.
- Section 13.8F** **UNION REPRESENTED TRAINERS NOT PERMITTED TO DISCIPLINE OR RECOMMEND DISCIPLINE.** Union represented trainers will not be permitted to perform or recommend disciplinary action, but in response to BEAUMONT's inquiries, can provide BEAUMONT

information relevant to the trainee's progress, which BEAUMONT may use in evaluating the trainee's job performance.

Section 13.8G **UNION REPRESENTED TRAINERS NOT REQUIRED TO DECIDE OR RECOMMEND ATTAINMENT OF SENIORITY.** Union represented trainers will not be required to make decisions or recommendations regarding the attainment of seniority by trainees. The decision as to whether a trainee attains seniority will be made solely by BEAUMONT, which also has the overall responsibility for assuring employee training.

Section 13.8H **TRAINERS NOT DISCIPLINED REGARDING TRAINING RESPONSIBILITIES.** Trainers will not be disciplined with regard to assigned training responsibilities. However, the Union recognizes that BEAUMONT may consider an employee's abilities to train other employees as a factor in deciding whether to select an employee as a trainer.

Section 13.9 **CHANGING CONDITIONS.** If changing conditions or circumstances require the establishment of a new hourly job classification and wage rate for that classification, the following procedures will apply:

- A. The Union Representative and the Chief Steward at the Hospital affected will be notified in writing prior to the posting of a new classification and wage rate;
- B. If BEAUMONT and the Union do not agree within fourteen (14) calendar days on the description and rate for such classification, then:
 1. BEAUMONT will post the position for seven (7) days;
 2. The employee or employees affected may, at any time within one month following the posting of the classification and wage rate, file a Grievance commencing at the fourth step alleging that the job is improperly described and/or that the wage is not equitable in relationship to other existing rates.

Section 13.10A **NEW JOBS.** As part of its management responsibility, BEAUMONT may consolidate or revise jobs, provided that if the consolidation involves the consolidation of two job classifications within the bargaining unit, the consolidated job will be retained within the bargaining unit.

BEAUMONT shall not merge a bargaining unit job with a non-bargaining unit job solely for the purpose of eliminating an existing bargaining-unit classification.

Section 13.10B **JOB CLASSIFICATIONS - NOTICE TO UNION AND MEETING RE EFFECTS OF MERGER, CONSOLIDATION, COMBINING, ELIMINATING, OR RETITLING JOB CLASSIFICATIONS.** In the event BEAUMONT decides to merge, consolidate, combine, eliminate, or re-title existing job classifications, BEAUMONT will notify and meet with the Union's Business Representative no less than thirty (30) days before such

decision is implemented, to negotiate about the effects, if any resulting from such decision, including, but not limited to wages, benefits, job duties in the new job classifications, lay-offs, if any, seniority, job placement and training.

Section 13.11

EXCEPTIONS - WORK ASSIGNMENTS. The regular work to be performed by employees under this Agreement will be performed by persons designated in the appropriate job classifications. This limitation shall not apply to:

- A. Emergencies;
- B. The instruction or training of new employees;
- C. Testing of materials and processes;
- D. Performance of necessary work when patient care problems are encountered, and bargaining unit employees are not immediately available.

Section 13.12

RETURNING TO FORMER CLASSIFICATION DUE TO LAYOFF. An employee who transfers to a different classification as a result of lay-off who at the time of transfer is at the forty-eight (48) month rate will be paid the "48 month" rate of the classification they transferred to.

An employee who has not attained the "48 month" rate when he transfers to a different classification as a result of a layoff will be paid the wage rate for the classification he transfers to, consistent with the employee's seniority, and progress based on the time periods set forth in Attachment A. For example an employee at the twenty-four (24) month rate who, as a result of a layoff, returns to a former classification will be paid at the twenty-four (24) month level and progress to the thirty-six (36) month level upon completion of thirty-six (36) months of seniority, and be paid at the forty-eight (48) month level upon completion of forty-eight (48) months of seniority.

Section 13.13A

PAY PROCESSING. Subject to Section 13.13B, employees covered by this Agreement will be enrolled consistent with BEAUMONT's electronic transfer of funds policy and pay policy and correction of error policies applicable to non-represented hourly employees employed at the Hospitals where the employee works. Errors in pay verified by BEAUMONT will be remedied according to the policy applicable to non-represented hourly employees employed at the employee's Hospital.

Section 13.13B

CHANGES IN PAY PROCESSING AND CORRECTION OF PAYROLL ERRORS. If BEAUMONT changes the Pay Processing Policy or Correction of Error policy, it will give the Union notice thirty (30) days in advance of the change's implementation for purposes of discussion of the change with the Union Business Representative and Chief Stewards. After the thirty (30) day notice period expires, BEAUMONT can implement the change but will continue to meet with the Union, at its request, to negotiate about the effects until BEAUMONT and the Union reach an impasse as defined by federal law.

Under BEAUMONT's policy in effect on February 24, 2020, if a payroll shortage is less than four (4) hours pay, or more than four (4) hours pay due to the employee's failure to provide documentation, the shortage will be corrected in the next payroll period. If a payroll shortage is more than four (4) hours pay, and not due to the employee's failure to provide documentation the shortage is being corrected according to Attachment B.

ARTICLE 14 **HOLIDAYS**

Section 14.1 **PAID HOLIDAYS.** BEAUMONT grants the following Holidays each year:

New Year's Day	Thanksgiving Day
Memorial Day	Day Before Christmas*
Independence Day	Christmas Day
Labor Day	

Dr. Martin Luther King, Jr. Birthday Floating Holiday - Each calendar year, each full-time employee with at least one (1) year of seniority will have the option of scheduling a day off work with pay and each part-time employee with at least one (1) year of service will have the option of scheduling four (4) hours off with pay. There is no Holiday premium pay for work on the designated Dr. Martin Luther King, Jr. Birthday.

*Two years following ratification, the Day Before Christmas Holiday will sunset. At such time, all bargaining unit employees will receive a lump sum payment of one hundred dollars (\$100).

Floating Holiday - Each calendar year, a full-time employee with at least one (1) year of seniority will have the option of scheduling a day off work with pay, and each part-time employee with at least one (1) year of seniority will have the option of scheduling four (4) hours off with pay, as a Floating Holiday.

Section 14.2 **SCHEDULING FOR HOLIDAYS.** Since patients must be cared for twenty-four (24) hours each day, three hundred sixty-five (365) days a year, it is evident that the scheduling for Holiday time off must be handled at the discretion of the employee's Supervisor or Department Manager and must serve the best interest of BEAUMONT and patients.

Section 14.3 **CONDITIONS FOR HOLIDAY PAY.** Full-time employees will be eligible for Holiday benefits in accordance with the following conditions:

- A. **NORMAL DAY OFF.** If a Holiday falls on a normal day off, the employee will receive Holiday pay. If possible, management will arrange to grant an additional day off, at the employee's request.
- B. **PTO.** If using a Holiday during the period in which an employee is on PTO the day off will be charged as a Holiday time instead of being applied against PTO.

- C. **ABSENCE.** If a Holiday falls during an unexcused absence the employee will not be granted Holiday pay.
- D. **DAY BEFORE AND AFTER.** Request for an excused absence day to precede a Holiday or to follow a Holiday may be approved.
- E. **HOLIDAY DURING VACATION.** As provided in Section 10.9, if a Holiday falls within the period in which PTO is being used, the respective day will be charged as a Holiday time and the vacation period will be extended another day, subject to Section 14.4A for part-time employees.
- F. **FAILURE TO FOLLOW SCHEDULE.** Any employee scheduled to work a Holiday, the scheduled day preceding a Holiday and/or the scheduled day following a Holiday, must report for work according to the employee's schedule or provide a physician's certificate of the employee's inability to work, in order to receive Holiday pay. Exceptions to this policy will be made only with the specific approval of the Department Head and Hospital's Administrator.

Section 14.4

FULL-TIME EMPLOYEES – WORK ON HOLIDAY. Any full-time employee who is required to work on a Holiday granted by BEAUMONT shall be paid at one and one-half ($1 \frac{1}{2}$) times the employee's regular rate for all hours worked on the Holiday, plus eight (8) hours Holiday pay, if the conditions under Section 14.3 are met.

Any full-time employee called in to work a Holiday on a scheduled day off, shall be paid at two (2) times the employee's regular rate of pay for all hours worked plus eight (8) hours holiday pay.

For purposes of this Section, the phrase "called in to work a Holiday" means the employee actually works on a Holiday as a result of being contacted by BEAUMONT during the twenty-four (24) hour period of 11:00 p.m. on the day preceding the Holiday, and ending at 10:59 p.m. on the day of the Holiday.

Section 14.4A

HOLIDAY PART-TIME EMPLOYEES. Any part-time employee who meets Section 14.3's conditions for Holidays identified in Section 14.1, shall be entitled to benefits prorated on the basis of the ratio that the number of hours paid in the payroll period in which the Holiday occurs bears to eighty (80) hours, provided that such part-time employee will not receive less than four (4) hours Holiday pay at the straight time rate.

Section 14.4B

PART-TIME EMPLOYEES – PAY RATE FOR WORK ON HOLIDAYS. Any part-time employee who is required to work on a Holiday granted by BEAUMONT shall be paid Holiday pay of four (4) hours, and, at one and one-half ($1 \frac{1}{2}$) times the employee's regular rate for all hours worked on the Holiday.

ARTICLE 15
HEALTH AND WELFARE PROVISIONS

Section 15.1 **FULL-TIME LIFE INSURANCE PROVISIONS.** BEAUMONT will provide group life insurance and Group Supplemental Life insurance to full-time and part-time employees covered by this Agreement on the same basis offered to hourly full-time and part-time non-represented employees at the employees' Hospitals.

Section 15.2 **FULL-TIME EMPLOYEE'S HOSPITALIZATION AND RELATED GENERAL PROVISIONS, AND BEAUMONT FLEXIBLE BENEFIT PLAN PROVISIONS.** Subject to the provisions in this Section, BEAUMONT will provide healthcare coverage for full-time employees covered by this Agreement "on the same basis" provided for non-represented full-time hourly employees at the employees' Hospitals. The phrase "on the same basis" for healthcare includes but is not limited to the same options, plan designs, including co-pays and deductibles, the same carriers, the same contributions toward premium, the same administrative policies, including policies governing commencement and termination of insurance. If BEAUMONT changes the plan design, including co-pays and deductibles, carrier, administrative policies, contributions toward premiums, or policies governing commencement and termination of insurance, it will give the Union notice at least thirty (30) days prior to the beginning of the annual enrollment period.

The provisions of this Section are only subject to the Grievance and Arbitration Procedure to the extent of an arbitrator determining whether a grievant has been provided healthcare coverage on the same basis and under the same BEAUMONT policy generally applicable to non-represented full-time employees at the full-time employees' Hospital.

Section 15.3A **SELF-INSURED OPTION UNDER BEAUMONT'S FLEXIBLE BENEFIT PLAN.** If BEAUMONT offers a self-insured health care plan, the full-time employee's premium contribution toward the Total Premium Cost ("TPC") per coverage level (e.g., employee, employee plus spouse, employee plus children, and family) will be the same, and determined on the same basis, as the premium contribution paid by non-represented full-time hourly employees at the full-time employees' Hospitals.

However, such self-insured healthcare plans "Projected Covered Employee Contribution" for all full-time employees projected to be covered by the self-insured healthcare plan, including premium participation, co-pay, co-insurance, deductible will not exceed thirty five percent (35%) of the cost for the self-insured healthcare plan, per coverage level (e.g., employee, employee plus spouse, employee plus children, family).

Section 15.3B **BEAUMONT SELF INSURED OPTION DEFINITIONS.** Total Premium Cost ("TPC") is the sum of actual medical, behavioral health, prescription, and other service claims covered by the self-insured plan, paid during a specified twelve (12) month period (currently June 1 through May 31).

The TPC for multiple consecutive years (currently 2 years) is computed on an actuarial or similar objective basis.

TPC is adjusted for plan design changes for the following plan year and projected administrative costs are added based on administrative costs for consecutive years used for computing TPC.

Section 15.3C **HIGH DEDUCTIBLE OPTION.** BEAUMONT may offer a "high deductible" healthcare option for full-time employees. Such "high deductible" option may be offered under the same format of healthcare facilities and physicians used for the self-insured healthcare plan offered.

"High deductible" plan refers to a high deductible plan as defined in the Internal Revenue Code under ERISA.

Section 15.3D **NON-SELF-INSURED OPTIONS.** For non-self-insured plan options, BEAUMONT will provide full-time employees the same choices and percentage contributions as provided for non-represented hourly employees employed at the employees' Hospitals.

Section 15.4 **PART-TIME EMPLOYEES HOSPITALIZATION.** Part-time employees will be covered under BEAUMONT's flexible benefit plan including the same options provided for full-time employees provided -BEAUMONT'S contribution toward the self-insured health plan for part-time employees with seniority, and their dependents, (regardless of plan option selected) will be the same percentage per coverage contributions as paid by the part-time non-represented employees at the part-time employees' Hospitals, and the part-time employee will pay the balance of the premium. However, part-time employees' contribution for the self-insured health care plan will not exceed fifty percent (50%) of the self-insured Plan Total Premium Cost. Part-time employees will be required to contribute the rest of the Total Premium Cost applicable to the coverage level selected.

Section 15.5 **PART-TIME EMPLOYEES EXCLUDED FROM PROJECTED COVERED EMPLOYEE CONTRIBUTION CAP.** Part-time employees are not covered by the "Projected Covered Employee Contribution" provided in Section 15.3A.

Section 15.6 **HOSPITALIZATION – ARBITRATION OF.** The provisions of Sections 15.2, 15.3, 15.4 are only subject to the Grievance and Arbitration Procedure to the extent of the Arbitrator determining whether a grievant has been provided health care coverage under the same basis and the same policies generally applicable to non-represented part-time employees at the part-time employee's Hospital.

Section 15.7 **NOTICE TO UNION OF HEALTHCARE PLANS AND OPTIONS.** The healthcare plans BEAUMONT determines to offer, including but not limited to the plan options and designs, including co-pays and deductible, carrier for non-self-insured plans, contributions toward premiums, administrative policies, and eligibility, will be determined and notification given to the Union Business

Representative and Chief Stewards at least thirty (30) days before the annual enrollment period.

Section 15.8

GOVERNMENT SPONSORED INSURANCE PROGRAM. Should **BEAUMONT** be obligated by law to contribute to a government sponsored insurance program, national or otherwise, which duplicates the benefits provided by **BEAUMONT**, under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that **BEAUMONT** not be obligated to provide double coverage and to escape such double payments, **BEAUMONT** shall be permitted to cancel benefits or avoid making policies which duplicate compulsory government sponsored insurance benefits.

Section 15.9

CONTINUATION AND REINSTATEMENT OF INSURANCE DURING MEDICAL AND WORKERS' COMPENSATION LEAVES. Subject to an employee's right to continue insurance coverage under COBRA, an employee's insurance coverage shall terminate as of the employee's last day of employment, provided that for an employee on a Medical Leave under Section 9.9, the health care, dental, **disability**, vision and life insurance shall be continued for up to six (6) billable months following the month in which such leave commenced, **provided that the employee pays his or her share of premiums**, and for a Leave due to Workers' Compensation injury under Section 9.10A for up to twelve (12) billable months following the month in which such Leave commenced.

An employee who is reinstated from Leave of Absence or layoff, shall be reinstated for hospitalization, dental, **vision**, **disability**, and life insurance commencing with the first day of the month following the month after they return from Leave or layoff.

Section 15.10

DISCOUNTS. Employees, their spouses, legal dependents, immediate family members of the same household (children, mother, or mother-in-law, father-in-law, brother, sister, grandparents) and a retiree and a retiree's spouse will be eligible for discount on services rendered at an **Beaumont Health** facility under the same **BEAUMONT** policy generally applicable to non-represented employees at the Hospitals. The discount provided in this Section 15.10 only applies to services which are not covered by a covered individual's insurance plan. Additionally, the discount provided in this Section 15.10 does not apply to any deductible, co-pay, or similar charge related to services covered by a covered individual's insurance plan.

As an example, if a covered individual's insurance plan provides coverage for surgical services, but such coverage is subject to a deductible (e.g. \$1,000.00) which the covered individual is to pay, such covered individual, under Section 15.10, is not eligible for a discount of the \$1,000 deductible, nor is such covered individual eligible for any discount for any services covered by the covered individual's insurance plan.

The provisions of this Section are only subject to the Grievance and Arbitration Procedure to the extent of an arbitrator determining whether a grievant has been provided discounts under the same **BEAUMONT** policy

generally applicable to non-represented employees at BEAUMONT' acute care hospitals.

Section 15.11

DENTAL PROGRAM. BEAUMONT will provide dental benefits for full-time and part-time employees on the same basis as provided for non-represented full-time and part-time employees employed at the Hospitals where the full-time or part-time employees work, provided that during the term of this Agreement, BEAUMONT will offer at least one dental option which does not require the employee to pay any premium contribution to receive the dental benefit.

If BEAUMONT changes the plan design, including co-pay and deductibles, carrier, administrative policies, contribution, or the commencement and termination of Dental Program coverage, it will give the Union at least thirty (30) day notice days prior to the beginning of the annual enrollment period.

The provisions of this Section are only subject to the Grievance and Arbitration Procedure to the extent of an arbitrator determining whether a grievant has been provided dental coverage under the same BEAUMONT policy generally applicable to non-represented employees at BEAUMONT' acute care hospitals.

Section 15.12

OPTICAL PROGRAM. BEAUMONT will provide optical benefits for full-time and part-time employees on the "same basis" as provided for non-represented full-time and part-time employees employed at the employee's Hospital.

If BEAUMONT changes the plan design, including co-pay and deductibles, carrier, administrative policies, contribution, or the commencement and termination of Optical Program coverage, it will give the Union notice at least thirty (30) days prior to the beginning of the annual enrollment period.

The provisions of this Section are only subject to the Grievance and Arbitration Procedure to the extent of an arbitrator determining whether a grievant has been provided dental coverage under the same BEAUMONT policy generally applicable to non-represented employees at BEAUMONT acute care hospitals.

Section 15.13

CHANGE IN CARRIERS. During the term of this Agreement BEAUMONT or its Successor may change carriers for any insurance benefits provided in this Article 15 and Article 11.

If there is to be a change in a carrier, BEAUMONT will give the Union at least thirty (30) days notice of such change. During such thirty (30) days, BEAUMONT and the Union will meet to review the carrier and coverage provided.

Section 15.14A

RETIREMENT PROGRAM. During the term of this Agreement, unless otherwise required by law, BEAUMONT will provide the Retirement Program for employees covered by this Agreement on the same basis as provided for non-represented hourly employees employed at the employees' Hospitals.

The phrase Retirement Program includes the: (1) **BEAUMONT** Cash Balance Plan, for participants actively accruing benefits (i.e., employees hired by **BEAUMONT** prior to January 1, 2010), and the Cash Balance Plan for participants only accruing service for vesting purposes (i.e., participants hired on or after January 1, 2010, and before July 1, 2013) and (2) the **BEAUMONT** 403B Plan ("Matched Savings Plan"), or its successor 403B plan, if adopted and/or modified, pursuant to the **BEAUMONT** 403B Plan

Under the **BEAUMONT** 403B Plan, the amount of matching contribution, if any, is determined annually by **BEAUMONT**'s or a Successor's Board of Directors. Annually, **BEAUMONT** will notify the Union and Chief Stewards of the Board of Director's decision regarding the actual amount of matching contribution, if any. Such matching contributions, if any, are made consistent with the terms of the **BEAUMONT** 403B or its successor 403B plan for the hourly employees employed at the Hospitals including employees represented by the Union.

The provisions of this Section and Section 15.14B are only subject to the Grievance and Arbitration Procedures to the extent of an arbitrator determining whether the Retirement Program Plan for employees covered by this Agreement is being provided and applied in the same manner as provided and applied for non-represented hourly full-time and part-time employees at the employees' Hospitals.

Section 15.14B **RETIREMENT PROGRAM DISABILITY RETIREMENT.** With respect to the **BEAUMONT** Cash Balance Plan of the Retirement Program provided in Section 15.14A, an employee permanently and totally disabled with five (5) years of Vesting Service is entitled to a non-forfeitable right to their benefit.

ARTICLE 16 **GENERAL**

Section 16.1 **SPECIAL CONFERENCES.** Special Conferences to discuss matters not covered by the contract will be arranged by the Union Business Representative and the **BEAUMONT** Labor Relations Administrator upon request of either person. The conference shall be held within fourteen (14) calendar days of the request. Such meetings shall be attended by the Union Business Representative and Chief Steward(s) at the Hospital or Hospitals, where the subject of the Special Conference arose, the applicable President(s) of the Hospital(s) or designee(s) for the Hospital where the subject of the Special Conference arose, the **BEAUMONT** Labor Relations Administrator, and the Human Resources Administrator at the facility at where the subject of the Special Conference arose, and **BEAUMONT**'s professional representatives.

Arrangements for Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. **BEAUMONT**

will submit to the Union written minutes of the matters taken up in Special Conferences within five (5) working days.

This Article represents a new and innovative approach by the parties to enhance their relationship for the benefit of Management, employees, and patients served. The success of this approach depends on the determination of the parties to see it succeed. Accordingly, neither party may file a Grievance and/or rely on this Article for any Grievance or use this Article to evade any provision of this Labor Agreement.

Section 16.2

LABOR-MANAGEMENT COMMITTEE. To promote the development of sound and stable labor-management relations, there shall be a Labor-Management Committee to discuss matters of concern to bargaining unit members and the Hospital. The Committee shall be composed of up to eight (8) members, four (4) of which shall be designated by the Union and four (4) of which shall be designated by the Hospital. The Union / Management may bring a guest speaker(s) with in-depth knowledge with the topics that will be discussed. A Commissioner from the Federal Mediation and Conciliation Service shall facilitate the Committee.

The Committee shall be an opportunity for discussion of matters that have potential impact on employees' terms and conditions of employment and will provide the Hospital an opportunity to be responsive to constructive suggestions and valid concerns. Topics for discussion will be agreed upon at least three (3) days before the meeting and set forth in a meeting agenda. The Committee may make requests for information of the Hospital and Union, which shall be responded to promptly.

The Committee shall endeavor to meet once every month unless both parties agree that there are no agenda items to discuss. Interim meetings may be scheduled by mutual agreement between the parties. The Committee shall select one member to record the minutes of the meeting. Both management and Union representatives must approve of the minutes before they are distributed. Minutes and/or any other notes taken during committee meetings shall be admissible as evidence in any arbitration or grievance proceedings.

The Committee is intended to be an open channel of communication between the Union and the Hospital, and may make written recommendations to the Hospital and/or Union. The Committee cannot modify or add to this Collective Bargaining Agreement. The Hospital's decision of whether or not to take action on any such recommendation, itself, shall not be subject to the grievance or arbitration procedure of the Agreement. However, nothing in this article will preclude a party from filing a grievance under Article 8 of this contract.

All members attending will be paid for their time.

Section 16.3

CHIEF STEWARD PARTICIPATION IN QUALITY COUNCIL HEALTH AND SAFETY MEETINGS. The Chief Steward or designee at

each Hospital shall be a member of the Hospital's Patient Care Quality Council, Service First, and Health and Safety Committee. Work hours spent at these meetings will be considered hours worked.

Section 16.4 **CHIEF STEWARDS' MEETINGS.** To better coordinate the administration of this Agreement, quarterly meetings will be held, upon request of the Union, between the Chief Stewards and Union Business Representative, and a committee of representatives of the Hospitals.

The Chief Stewards' meeting will be conducted on a full-day basis and the Chief Stewards will be released for which to attend such meeting without loss of pay or benefit.

Additionally, at the Union's request, Hospital representatives will continue discussions evaluating the replacement of the Chief Steward structure with an alternative arrangement for representation. See Letter of Agreement #5.

Section 16.5 **PRESCRIPTION TASK FORCE PARTICIPATION.** The Union will be permitted to have a Union represented BEAUMONT employee participate in the Prescription Task Force Committee meetings.

The Union will notify BEAUMONT's Labor Relations Director or designee of the employee representative designated by the Union within thirty (30) calendar days of the ratification date of this Agreement.

Section 16.6 **SCHOLARSHIP PROGRAM.** If BEAUMONT elects to provide a Scholarship Program, employees will be eligible for the Program under the same policy generally applicable to non-represented hourly employees employed at the employees' Hospital.

The provisions of this Section are only subject to the Grievance and Arbitration Procedure to the extent of an arbitrator determining whether a grievant was considered for benefits under the Program under the same policy generally applicable to non-represented employees at employed at the Hospitals.

Section 16.7 **TUITION REIMBURSEMENT.** Employees covered by this Agreement are eligible to participate in BEAUMONT's tuition reimbursement program on the same basis generally applicable to non-represented employees employed at the employees' Hospitals. If BEAUMONT changes its tuition reimbursement program, it will give the Union notice of at least thirty (30) days prior to the effective date of such change.

The provisions of this Section are only subject to the Grievance and Arbitration Procedure to the extent of an arbitrator determining whether a grievant received tuition reimbursement on the same basis provided to non-represented employees at BEAUMONT acute care hospitals.

Section 16.8 **PARKING.** Employees who are at work must park in the employee parking area(s) designated by the applicable Hospital, including employees who have a

state issued handicap parking sticker. Consistent with federal regulations, BEAUMONT will provide handicap parking in the designated employee parking areas.

Except when they are patients or visiting patients during non-work time, employees failing to comply with the preceding paragraph will be disciplined.

ARTICLE 17
COPE

Section 17.1

COPE PAC AUTHORIZATION. BEAUMONT hereby agrees to honor contribution authorizations for SEIU COPE PAC from its employees who are Union members and who voluntarily execute the following form to be provided by the Union:

I hereby authorize the Hospital to deduct from my pay the sum of \$ _____ for each hour worked (or from each of my regular paychecks) and to forward that amount to the SEIU COPE PAC. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the SEIU COPE PAC are not conditions of membership in the Union or of employment with the Hospital and that the SEIU COPE PAC will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

ARTICLE 18
TERM OF AGREEMENT

Section 18.1 **SAVING CLAUSE.** In the event any federal or state law or final decision of any court of competent jurisdiction, directly or indirectly affects any provision of this contract or any one or more practices thereunder, the provisions or practices so affected shall be amended to comply with the requirements of such law or decision and this Agreement in all other respects shall continue in full force and effect.

Section 18.2 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, contains all of the agreements between the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

Section 18.3 **TERM OF AGREEMENT.** All provisions of the Agreement are effective prospectively from the ratification date of the Tentative Agreement, except for the Licensure and Certified Maintenance I premium provided in Paragraph 3 of Attachment A. The Agreement will expire on **February 23, 2023**.

BEAUMONT HEALTH

SEIU HEALTHCARE MICHIGAN

By: *Aaron Gillingham* 8-19-2020
Aaron Gillingham, Sr. VP, CHR Officer (Date)

By: *Andrea Acevedo* 08-14-2020
Andrea Acevedo, President (Date) EUP

By: *Patricia Leonard*
Patricia Leonard, Dir. Labor Relations
8-17-20

BEAUMONT BARGAINING

SEIU HEALTHCARE BARGAINING COMMITTEE

COMMITTEE
Kelley Fildes 8/20/20
Date
Karen Kuchicki 8/20/20
Date
Michelle Connor 8/20/2020
Date
Cheryl L. Robbs 8/20/20
Date

Date

(b) (6), (b) (7)(C)

8-14-2020
Date
8-14-2020
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8-14-2020
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8-14-2020
Date

(b) (6), (b) (7)(C)

8/14/2020

ATTACHMENT A

CONTRACT YEAR 1							
1.5% Effective first full pay period following February 24, 2020 ratification							
Job Code	Job Title	Begin Rate	12 Months	18 Months	24 Months	36 Months	48 Months
100071	Boiler Operator	\$24.36	\$26.44	\$26.90	\$27.34	\$28.07	\$29.20
100072	Carpenter	\$27.96	\$28.39	\$28.82	\$29.26	\$29.71	\$30.18
100073	Certified Central Supply Processor	\$14.29	\$15.45	\$15.70	\$15.98	\$16.51	\$17.66
100074	Certified Maintenance	\$23.71	\$25.77	\$26.21	\$26.63	\$27.48	\$28.51
100075	Clerk Typist	\$13.36	\$14.45	\$14.71	\$14.93	\$15.46	\$15.99
100076	Cook	\$15.00	\$16.21	\$16.46	\$16.73	\$17.28	\$17.88
100077	Desk Secretary	\$15.07	\$16.37	\$16.64	\$16.91	\$17.38	\$17.75
100078	Diet Menu Processor	\$13.53	\$14.64	\$14.88	\$15.10	\$15.62	\$16.16
100079	Dietary Helper I	\$13.36	\$14.45	\$14.71	\$14.93	\$15.46	\$16.72
100080	Dietary Helper II	\$12.30	\$13.35	\$13.55	\$13.77	\$14.24	\$15.16
(9648)	File Clerk	\$12.30	\$13.35	\$13.55	\$13.77	\$14.24	\$15.05
100082	Grounds Maintenance	\$15.37	\$16.64	\$16.92	\$17.18	\$17.75	\$18.83
100083	Housekeeper I	\$13.63	\$14.73	\$14.97	\$15.24	\$15.74	\$17.30
100084	Housekeeper II	\$12.57	\$13.59	\$13.83	\$14.05	\$14.52	\$15.47
100085	Licensed Electrician	\$30.44	\$30.90	\$31.37	\$31.85	\$32.34	\$32.83
100086	Maintenance I	\$22.43	\$24.36	\$24.76	\$25.16	\$25.87	\$27.42
100087	Messenger	\$12.30	\$13.35	\$13.55	\$13.77	\$14.24	\$15.05
100088	Nursing Aide	\$14.39	\$15.07	\$15.34	\$15.59	\$16.10	\$17.09
100089	Orderly	\$14.68	\$15.86	\$16.10	\$16.40	\$16.95	\$17.43
100091	Painter	\$19.80	\$21.24	\$21.58	\$21.90	\$22.48	\$25.06
100092	Patient Access Specialist	\$15.28	\$16.48	\$16.72	\$17.03	\$17.58	\$17.90
100093	Patient Attendant	\$13.05	\$14.13	\$14.35	\$14.61	\$15.08	\$15.60
103424	Patient Sitter	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
100090	PBX Operator	\$13.36	\$14.45	\$14.71	\$14.93	\$15.46	\$16.39
100094	Receptionist	\$12.30	\$13.35	\$13.55	\$13.77	\$14.24	\$15.05
(9727)	Rehab Medicine Assistant	\$13.63	\$14.73	\$14.97	\$15.24	\$15.74	\$16.39
(9137)	Resident Care Aide	\$13.96	\$15.07	\$15.34	\$15.59	\$16.10	\$17.09
(9893)	SPD Tech	\$13.05	\$14.13	\$14.35	\$14.61	\$15.08	\$16.02
100097	Storeroom Clerk	\$13.63	\$14.73	\$14.97	\$15.24	\$15.74	\$17.30
100098	Supply Aide	\$13.05	\$14.13	\$14.35	\$14.61	\$15.08	\$16.02
100099	Surgical Services Rep	\$14.84	\$16.10	\$16.40	\$16.67	\$17.11	\$17.51
100100	Utility Attendant	\$13.63	\$14.76	\$14.99	\$15.24	\$15.74	\$17.27
100101	Waste Disposer	\$14.68	\$15.86	\$16.10	\$16.40	\$16.95	\$18.07
100102	X-Ray Assistant	\$14.68	\$15.86	\$16.10	\$16.40	\$16.95	\$17.43

First Year of the Contract -

Effective the first full pay period following ratification, increase all other rates by 1.5%

Seniority full time employees as of the date on which the union members ratify the agreement will receive a lump sum equivalent to 2% of their base rate multiplied by 2080 hours less

applicable taxes within sixty days of ratification – provided that an employee on leave of absence or layoff at the time of payment will receive such lump sum after returning to continuous employment for at least 30 days.

Seniority part time employees as of the date on which the union members ratify the agreement will receive a lump sum equivalent to 2% of their base rate multiplied by 1040 hours less applicable taxes within sixty days of ratification – provided that an employee on leave of absence or layoff at the time of payment will receive such lump sum after returning to continuous employment for at least 30 days.

Patient Sitters are fully adopted into Agreement and added to Attachment A. Patient Sitters will be paid at a \$12.00 flat rate and not eligible for any annual contract increases, but Sitters will be eligible for any non-union sitter increases.

CONTRACT YEAR 2							
1.5% Effective first full pay period following February 24, 2021							
Job Code	Job Title	Begin Rate	12 Months	18 Months	24 Months	36 Months	48 Months
100071	Boiler Operator	\$24.73	\$26.84	\$27.30	\$27.75	\$28.49	\$28.64
100072	Carpenter	\$28.38	\$28.82	\$29.25	\$29.70	\$30.15	\$30.61
100073	Certified Central Supply Processor	\$14.50	\$15.68	\$15.94	\$16.22	\$16.78	\$17.92
100074	Certified Maintenance	\$24.07	\$26.16	\$26.60	\$27.03	\$27.89	\$28.94
100075	Clerk Typist	\$13.56	\$14.67	\$14.93	\$15.15	\$15.69	\$16.23
100076	Cook	\$15.23	\$16.45	\$16.71	\$16.98	\$17.54	\$18.15
100077	Desk Secretary	\$15.30	\$16.62	\$16.89	\$17.16	\$17.64	\$18.02
100078	Diet Menu Processor	\$13.73	\$14.86	\$15.10	\$15.33	\$15.85	\$16.40
100079	Dietary Helper I	\$13.56	\$14.67	\$14.93	\$15.15	\$15.69	\$16.97
100080	Dietary Helper II	\$12.48	\$13.55	\$13.75	\$13.98	\$14.45	\$15.39
(9648)	File Clerk	\$12.48	\$13.55	\$13.75	\$13.98	\$14.45	\$15.28
100082	Grounds Maintenance	\$15.60	\$16.89	\$17.17	\$17.44	\$18.02	\$19.11
100083	Housekeeper I	\$13.83	\$14.95	\$15.19	\$15.47	\$15.98	\$17.56
100084	Housekeeper II	\$12.76	\$13.79	\$14.04	\$14.26	\$14.74	\$15.70
100085	Licensed Electrician	\$30.90	\$31.36	\$31.84	\$32.33	\$32.83	\$33.32
100086	Maintenance I	\$22.77	\$24.73	\$25.13	\$25.54	\$26.26	\$27.83
100087	Messenger	\$12.48	\$13.55	\$13.75	\$13.98	\$14.45	\$15.28
100088	Nursing Aide	\$14.61	\$15.30	\$15.57	\$15.82	\$16.34	\$17.35
100089	Orderly	\$14.90	\$16.10	\$16.34	\$16.65	\$17.20	\$17.69
100091	Painter	\$18.89	\$21.56	\$21.90	\$22.23	\$22.82	\$25.44
100092	Patient Access Specialist	\$15.51	\$16.73	\$16.97	\$17.29	\$17.84	\$18.17
100093	Patient Attendant	\$13.25	\$14.34	\$14.57	\$14.83	\$15.31	\$15.89
103424	Patient Sitter	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
100090	PBX Operator	\$13.56	\$14.67	\$14.93	\$15.15	\$15.69	\$16.64
100094	Receptionist	\$12.48	\$13.55	\$13.75	\$13.98	\$14.45	\$15.28
(9727)	Rehab Medicine Assistant	\$13.83	\$14.95	\$15.19	\$15.47	\$15.98	\$16.64
(9137)	Resident Care Aide	\$14.17	\$15.30	\$15.57	\$15.82	\$16.34	\$17.35
(9893)	SPD Tech	\$13.25	\$14.34	\$14.57	\$14.83	\$15.31	\$16.26
100097	Storeroom Clerk	\$13.83	\$14.95	\$15.19	\$15.47	\$15.98	\$17.56
100098	Supply Aide	\$13.25	\$14.34	\$14.57	\$14.83	\$15.31	\$16.26
100099	Surgical Services Rep	\$15.06	\$16.34	\$16.65	\$16.92	\$17.37	\$17.77
100100	Utility Attendant	\$13.83	\$14.98	\$15.21	\$15.47	\$15.98	\$17.53
100101	Waste Disposer	\$14.90	\$16.10	\$16.34	\$16.65	\$17.20	\$18.34
100102	X-Ray Assistant	\$14.90	\$16.10	\$16.34	\$16.65	\$17.20	\$17.69

Second Year of the Contract – Effective the first full pay period one year after ratification, increase all rates in by 1.5%

CONTRACT YEAR 3							
2% Effective first full pay period following February 24, 2022							
Job Code	Job Title	Begin Rate	12 Months	18 Months	24 Months	36 Months	48 Months
100071	Boiler Operator	\$25.22	\$27.38	\$27.85	\$28.31	\$29.06	\$30.23
100072	Carpenter	\$28.95	\$29.40	\$29.84	\$30.29	\$30.76	\$31.22
100073	Certified Central Supply Processor	\$14.79	\$15.99	\$16.26	\$16.54	\$17.10	\$18.28
100074	Certified Maintenance	\$24.55	\$26.68	\$27.13	\$27.57	\$28.45	\$29.52
100075	Clerk Typist	\$13.83	\$14.96	\$15.23	\$15.45	\$16.00	\$16.55
100076	Cook	\$15.53	\$16.78	\$17.04	\$17.32	\$17.89	\$18.51
100077	Desk Secretary	\$15.61	\$16.95	\$17.23	\$17.50	\$17.99	\$18.38
100078	Diet Menu Processor	\$14.00	\$15.16	\$15.40	\$15.64	\$16.17	\$16.73
100079	Dietary Helper I	\$13.83	\$14.96	\$15.23	\$15.45	\$16.00	\$17.31
100080	Dietary Helper II	\$12.73	\$13.82	\$14.03	\$14.26	\$14.74	\$15.70
(9648)	File Clerk	\$12.73	\$13.82	\$14.03	\$14.26	\$14.74	\$15.59
100082	Grounds Maintenance	\$15.91	\$17.23	\$17.51	\$17.79	\$18.38	\$19.49
100083	Housekeeper I	\$14.11	\$15.25	\$15.49	\$15.78	\$16.30	\$17.91
100084	Housekeeper II	\$13.02	\$14.07	\$14.32	\$14.55	\$15.03	\$16.01
100085	Licensed Electrician	\$31.52	\$31.99	\$32.48	\$32.98	\$33.49	\$33.99
100086	Maintenance I	\$23.23	\$25.22	\$25.63	\$26.05	\$26.79	\$28.39
100087	Messenger	\$12.73	\$13.82	\$14.03	\$14.28	\$14.74	\$15.59
100088	Nursing Aide	\$14.90	\$15.61	\$15.88	\$16.14	\$16.67	\$17.70
100089	Orderly	\$15.20	\$16.42	\$16.67	\$16.98	\$17.54	\$18.04
100091	Painter	\$20.29	\$21.99	\$22.34	\$22.67	\$23.28	\$25.95
100092	Patient Access Specialist	\$15.82	\$17.06	\$17.31	\$17.64	\$18.20	\$18.53
100093	Patient Attendant	\$13.52	\$14.63	\$14.86	\$15.13	\$15.62	\$16.15
103424	Patient Sitter	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
100090	PBX Operator	\$13.83	\$14.96	\$15.23	\$15.45	\$16.00	\$16.97
100094	Receptionist	\$12.73	\$13.82	\$14.03	\$14.26	\$14.74	\$15.59
(9727)	Rehab Medicine Assistant	\$14.11	\$15.25	\$15.49	\$15.78	\$16.30	\$16.97
(9137)	Resident Care Aide	\$14.45	\$15.61	\$15.88	\$16.14	\$16.67	\$17.70
(9893)	SPD Tech	\$13.52	\$14.63	\$14.86	\$15.13	\$15.62	\$16.59
100097	Storeroom Clerk	\$14.11	\$15.25	\$15.49	\$15.78	\$16.30	\$17.91
100098	Supply Aide	\$13.52	\$14.63	\$14.86	\$15.13	\$15.62	\$16.59
100099	Surgical Services Rep	\$15.36	\$16.87	\$16.98	\$17.28	\$17.72	\$18.13
100100	Utility Attendant	\$14.11	\$15.28	\$15.51	\$15.78	\$16.30	\$17.88
100101	Waste Disposer	\$15.20	\$16.42	\$16.67	\$16.98	\$17.54	\$18.71
100102	X-Ray Assistant	\$15.20	\$16.42	\$16.67	\$16.98	\$17.54	\$18.04

Third Year of the Contract – Effective the first full pay period two (2) years after ratification, increase all rates by 2%.

ADDITIONAL ATTACHMENT A PROVISIONS

1. **Desk Secretary** – Desk Secretary qualifications require proficient demonstration of computer application knowledge, to require prior experience of at least one (1) year experience as a physician office assistant, laboratory tech, or pharmacy tech or previous Desk Secretary experience or one (1) year of college medical related experience, or two (2) years experience as a Nurse Aide, Orderly, or ED Assistant, and successful completion of the Desk Secretary curriculum. By mutual agreement **BEAUMONT** and the Union may expand the list of classifications for which two (2) years experience is required.

Desk Secretaries do not qualify for the Preceptor Premium, since their wage rate takes into account Preceptor responsibilities.

2. **Nurse Aide** – Nurse Aide qualifications require all new hires and any employee seeking to transfer to the Nursing Aide classification to have CNA certification, or if such certification has lapsed to have completed CNA courses needed for certification, or one (1) year nursing school, or previous experience as a nursing assistant in a hospital or long-term care facility within the last five (5) years prior to application or bid for such Nurse Aide job.

Under the terms of the **BEAUMONT**/Union collective bargaining agreement, Nurse Aides with CNA course or certification will not be given preference over Nurse Aides within the Nurse Aide classification before July 1, 2004 who do not have such CNA course or certification. In addition, all Nurse Aides will maintain skills necessary for performing their job responsibilities as Nurse Aides at their respective Hospital.

3. Effective beginning with the first full pay period after July 1, 2015, employees in the classification of Boiler Operator, Electrician, and Certified Maintenance I under the Mechanic Education and Certification for Healthcare Program will receive a fifty cent (.50¢) per hour premium as long as they maintain the required licensure or certification required for their classification.

ATTACHMENT B

Off-cycle payments for Payroll errors in excess of four hours and not due to an employee's failure to provide documentation payments will be processed according to the two-week schedule below*:

Documentation received in Payroll by 1:00 p.m. on:	Direct Deposit and ADP TotalPay® Program Deposit Available:
Monday (First Day of Pay Period)	Friday
Tuesday	Friday
Wednesday	Friday
Thursday	Tuesday
Friday (Pay Day)	Tuesday
Monday (Following Pay Day)	Wednesday
Tuesday	Friday
Wednesday	Friday
Thursday	Friday
Friday	Friday

ATTACHMENT C



SEIU Healthcare.
United for Quality Care

☒ **Yes, I want to be a member of
SEIU Healthcare Michigan**

Yes, I want to join with my fellow employees and become a member of SEIU Healthcare Michigan. I hereby request and voluntarily authorize my employer to deduct an amount equal to the regular monthly dues uniformly applicable to members in my bargaining unit. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to the Union by registered mail during a period of ten (10) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable collective bargaining agreement, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein provided, irrespective of my membership in the Union.

Contributions or gifts to SEIU Healthcare Michigan are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses.

Name _____ Cell phone _____

Address _____

City _____ State _____ Zip _____

E-mail _____ Employer _____

Signature _____ Date _____



LETTER OF AGREEMENT #1 RE: CONTINGENT EMPLOYEES

It is the intent of the parties that Contingent and Temporary employees will be used to supplement the full-time and part-time employees represented by the Union. However, the Union recognizes that **BEAUMONT** is a seven day, 24 hour operation providing medical services for the communities in which it has facilities and that there are significant adjustments in the number of patients requiring such medical services on any given day, and that, in that environment, it is essential for **BEAUMONT** to have staffing flexibility including the use of reserve and Temporary employees who are not members of the bargaining unit and not subject to the **BEAUMONT/SEIU Healthcare Michigan** labor agreement.

BEAUMONT agrees, however, that it generally will not utilize in the six (6) month period of January 15 through July 15 and July 15 through January 14 Contingent and Temporary employees to work for more than 15% of the total hours worked by bargaining unit employees per facility as defined below. The Union recognizes, however, that during the months of June, July and August the number of hours worked by Contingent and Temporary employees may be used more extensively than at other times due to vacation relief. **BEAUMONT** will furnish the Union within 30 days after such six (6) month period the total hours worked by full-time and part-time employees, and the total hours worked by Contingent and Temporary employees, and the percentage which such hours for Contingent and Temporary employees represent of the hours worked by full-time and part-time employees.

In the event, the number of hours worked by the Contingent and Temporary employees exceeds 15%, **BEAUMONT** and the Union will identify the reasons for such excess and **BEAUMONT** and the Union will evaluate options to reduce the number of such hours to 15% or less.

The Chief Steward at each Hospital may review the posted schedule to determine the number of Contingents being scheduled. In the event of a question about such scheduling, the Chief Steward shall notify the Union staff representative, who may call for a Special Conference under the labor agreement to discuss such scheduling within fourteen (14) days of Union staff representatives notice of a conference.

Facility shall mean:

BEAUMONT, TAYLOR
BEAUMONT, TRENTON
BEAUMONT, WAYNE

This letter is not subject to the grievance or arbitration procedure, nor shall it result in any liability to any individual employee or the Union claiming the excessive use of Contingent and Temporary employees. The sole purpose of this letter is to provide guidance to **BEAUMONT** and Union in reviewing the use of Contingent and Temporary employees.

BEAUMONT HEALTH

**SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN**

Signed by the persons signing the labor agreement (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8-14-2020

8-14-2020

8-14-2020

4-20

8-14-2020

LETTER OF AGREEMENT #2 RE: LONGEVITY

BEAUMONT and SEIU, Healthcare Michigan agree that during the term of their July 1, 2010 through June 30, 2015 Agreement that the "cents per hour" paid after January 1, 1992, in lieu of longevity to eligible full and part-time employees will continue to be paid to such employees in addition to the base wage rate and shall be paid for all hours worked, including overtime hours at the overtime rate.

As provided in the OHS/SEIU, Healthcare Michigan February 24, 2020 through February 23, 2023 Agreement, an employee's status as of the employee's last longevity bonus prior to January 1, 1992, shall be the basis for determining the "cents per hour."

BEAUMONT HEALTH

SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN

Signed by the persons signing the labor agreement expiring February 23, 2023

[Signature]
8-17-20

Hellen Fildes
8/20/20

Karen Keckler
8/20/20

Michelle Conn
8/20/2020

Cheryl L Robbs
8/20/20

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8-2020
2-14-2020
4-2020
14-2020

8-20
8/14/20
8-14-20

8-14-2020

LETTER OF AGREEMENT #3: RE CERTIFIED MAINTENANCE I

BEAUMONT recognizes that it is beneficial to have employees in the Maintenance I classification become State certified under the Mechanic Education and Certification for Healthcare Program. To encourage employees to seek such certification, BEAUMONT agrees that it will reclassify to the classification of Certified Maintenance I any Maintenance I employee who obtains such Certification. For layoff, recall, and other provisions of the Agreement based on seniority, Maintenance I's and Certified Maintenance I's will be considered to be in the same classification.

A Certified Maintenance I will be paid according to the scale in Attachment A:

Maintenance I employees obtaining such State Certification will be reclassified to Certified Maintenance I. Since such change is a re-classification due to increased skills, the Certified Maintenance I position does not have to be posted under the collective bargaining agreement.

BEAUMONT HEALTH

SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN

Signed by the persons signing the labor agreement expiring February 23, 2023.

(b) (6), (b) (7)(C)

P. [Signature]
8-17-20

8-14-2020
(b) (6), (b) (7)(C)

Kelley Fildes
8/20/20

8-14-2020
(b) (6), (b) (7)(C)

Karen Kuchel
8/20/20

8-14-2020
(b) (6), (b) (7)(C)

Michelle Carr
8/24/2020

(b) (6), (b) (7)(C)

Cheryl L. Roberts 8/26/20

(b) (6), (b) (7)(C)

8-14-2020

8-14-2020

LETTER OF AGREEMENT #4 RE: APPLICATION OF SECTION 5.11
FOR BEAUMONT, TRENTON EMPLOYEES

Regarding Section 5.11, **voluntary time off (VTO)** and **mandatory time off (MTO)** at **BEAUMONT, TRENTON** will be offered/assigned based on seniority within department, classification and shift. For this purpose, the Nursing Department will not be broken down by units/stations within the Nursing Department.

BEAUMONT HEALTH

SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN

Signed by the persons signing the labor agreement expiring February 23, 2023.

Patricia [signature]
8/17/20

Halley Fielden
8/20/20

Karen Kortelev
8/20/20

Nichelle Cone
8/24/20

Cheryl E. Robbs
8/26/20

(b) (6), (b) (7)(C)

08-14-2020

8-14-2020

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020
8-14-20

(b) (6), (b) (7)(C)

8/14/2020

(b) (6), (b) (7)(C)

8-14-20

(b) (6), (b) (7)(C)

8-14-2020

LETTER OF AGREEMENT #5 RE: TERMINAL ILLNESS

Employees covered by this Agreement are eligible to participate in OHS' Terminal Illness Program on the same general basis provided for all OHI non-represented employees at OHI acute care facilities. This provision of this Letter of Agreement is not subject to the Grievance and Arbitration Procedures of the OHI/SEIU Healthcare Michigan labor agreement.

OAKWOOD HEALTHCARE SYSTEMS

SERVICE EMPLOYEES' INTERNATIONAL
UNION. HEALTHCARE MICHIGAN

Signed by the persons signing the labor agreement expiring February 23, 2023.

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

Patricia D
8-17-20

Kelley Fielden
8/20/20

Karen Kistler
8/20/20

Michelle Cons
8/20/2020

Cheryl R Robbins
8/20/20

LETTER OF AGREEMENT #6 RE: CHIEF STEWARDS' MEETINGS

This Letter of Agreement is based on continuation of the Chief Steward structure at **BEAUMONT, Taylor, Trenton and Wayne**. To facilitate the relationship between **BEAUMONT HEALTH ("BEAUMONT")** and SEIU, Healthcare Michigan, and to review application of the labor agreement on a common basis among such Hospitals, **BEAUMONT** is agreeable to meeting quarterly with the Chief Stewards for each Hospital, and the SEIU, Healthcare Michigan Business Representative. Such meetings will be conducted on a full day basis, and the Chief Steward will be released from work to attend such meeting without loss of pay or benefits.

The meetings provided in this Letter of Agreement are in addition to any Special Conferences provided in the collective bargaining agreement.

At SEIU Healthcare Michigan's request, **BEAUMONT** is agreeable to continuing discussions with SEIU Healthcare Michigan about replacing the Chief Steward structure in effect on April 5, 2011, with an alternative arrangement for SEIU Healthcare Michigan representation.

BEAUMONT HEALTH

**SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN**

Signed by the persons signing the labor agreement expiring February 23, 2023.

Patricia [Signature]
8-17-20

Halley Fildes
8/20/20

Karen [Signature]
8/20/20

Michelle Cam 8/20/2020

Cheryl R. Roberts
8/20/20

08-14 (b) (6), (b) (7)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8/14/20

8-14-2020

8/14/20

8-14-20

8-14-20

8-14-20

8-14-20

8-14-20

8-14-20

8-14-20

**LETTER OF AGREEMENT #7 RE: SCHEDULING OF HOLIDAYS AT
BEAUMONT, WAYNE**

To avoid issues concerning the scheduling of **BEAUMONT**, Wayne employees to work or not work on a Holiday, the following process will be followed for the **BEAUMONT**, Wayne Nursing Department:

1. At least twenty-four (24) hours in advance of the posting of a schedule in which a Holiday as defined in Section 14.1 occurs (excluding the Martin Luther King Jr. Birthday Holiday), a representative of the **BEAUMONT**, Wayne Central Staffing Office will meet with the **BEAUMONT**, Wayne Chief Steward, or designee, to review the scheduling of Nursing Department employees to work or not to work on such Holiday(s). During the term of the **2020-2023** Agreement, the scheduling of Holidays, i.e. whether to work or not to work will continue on the basis that the senior employee in the applicable classification, shift, and department will be given preference.
2. For purposes of scheduling Holidays, employees in the Emergency Department and Surgical Services/POHA/PACU will not be included in the scheduling of Holidays for the Nursing Department, except that Orderlies in the Surgical Services/POHA/PACU, will be allowed to exercise their seniority to work or not to work on a Holiday along with the Orderlies who regularly work in the Nursing Department.
3. Employees in the Surgical Services/POHA/PACU and Emergency Department, will be scheduled for Holidays (i.e. whether to work or not to work on a Holiday), separately from each other (i.e. ED or SS) and separately from the Nursing Department, except that Orderlies in Surgical Services/POHA/PACU may exercise their seniority to work or not to work in the Nursing Department, along with the Orderlies who generally work in the Nursing Department.
4. If insufficient employees indicate that they are agreeable to work on the Holiday, sufficient employees in the classification starting with the least senior employee will be scheduled to work. For purposes of this paragraph, Orderlies in Surgical Services/POHA/PACU will be considered for such requirement according to their seniority along with Orderlies regularly scheduled to work in the Nursing Department.
5. Before requiring Desk Secretaries in the Nursing Department to work on the Holiday, **BEAUMONT**, Wayne will survey the Desk Secretaries in the Emergency Department who have passed all competency requirements and continue to remain qualified to work in the Nursing Department to determine, in order of seniority, if they wish to work on the Holiday in the Nursing Department. Such Desk Secretaries in the Emergency Department cannot be required to work on a Holiday in the Nursing Department. Such requirement to work on the Holiday, according to seniority is limited to the Desk Secretaries in the Nursing Department.

Based on their work in the Nursing Department, BEAUMONT, Wayne will notify the Union whether a Desk Secretary in the Emergency Department is no longer qualified to volunteer for work on a Holiday in the Nursing Department.

BEAUMONT HEALTH

SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN

Signed by the persons signing the labor agreement expiring February 23, 2023.

John O
8-17-20

Kelly Gilden
8/20/20

Karen Krotzke
8/20/20

Michelle Coma
8/24/2020

Cheryl R. Robbins
8/20/20

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8-14-2021

8-14-2020
8-14-2020

8-14-2020
4-20

4/20/20

8-14-2020

8-14-2020

LETTER OF AGREEMENT #8 RE: SEALING OF DISCIPLINE RECORDS

June 22, 2004

During their 2004 negotiations, **BEAUMONT** and SEIU, Healthcare Michigan ("Union") discussed Section 7.1A's provision that disciplinary written warnings and disciplinary suspensions issued more than **one (1) year** prior may not be used in determining progressive discipline under Section 7.1A or transfers under Section 5.9A(2).

To assure that such written warnings or suspensions are not being used contrary to the labor agreement's provisions, **BEAUMONT** and the Union agreed that on a "prospective basis" only, **disciplinary actions** more than **one (1) year** prior to the discipline or transfer being considered will be sealed in an envelope and marked "Contents may not be used for consideration of progressive discipline under Section 7.1A or transfers under Section 5.9A(2)."

Human Resources will process the sealing of such records as provided in this Letter of Agreement, as Human Resources reviews a personnel file for purpose of progressive discipline, transfer, or pending grievance relating to such matters.

BEAUMONT HEALTH

**SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN**

Signed by the persons signing the labor agreement expiring February 23, 2023.

Patricia
8-17-20

Kelley Fielden
8/20/20

Karen Kothel
8/20/20

Michelle Cone
8/20/2020

Cheryl L Robbs
8/20/20

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8-14-20
8-14-20

8-14-2020

8-14-2020

LETTER OF AGREEMENT #9 RE: APPLICATION OF SECTION 12.4

During the 2004 labor negotiations, the SEIU Healthcare Michigan bargaining committee raised a concern that supervisors were refusing to change scheduling errors because Section 12.4 provides that "a work schedule will not be subject to changes after it is posted unless circumstances are created beyond the control of BEAUMONT."

After discussing the Union committee's concern, BEAUMONT representatives advised the Union that it would advise its managers that the above quoted language does not prohibit a supervisor from changing the schedule for all affected employees if the supervisor and a Union representative agree that an error was made in the posted schedule. BEAUMONT further explained that its agreement to so advise supervisors is not to be interpreted to mean that a supervisor has to change a schedule because an employee or Union representative alleges that a posted schedule is in error.

In accepting BEAUMONT explanation and notice to supervisors, the Union agreed that a change in the schedule for any employee affected by the change will not be a violation of any provision of the labor agreement, and will not require BEAUMONT to pay any employee for any work time lost if an employee's schedule as originally posted is changed by reducing or eliminating scheduled hours.

BEAUMONT HEALTH

SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN

Signed by the persons signing the labor agreement expiring February 23, 2023

Patricia
8-17-20

Betty Fildew
8/20/20

Karen Hinkle
8/20/20

Michelle Com
8/24/2020

Cheryl L Robbs
8/20/20

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8-17-202
8-14-2020
8-14-2020

8-14-2020

8-14-20

8-14-2020

14-2020

LETTER OF AGREEMENT #10 RE APPLICATION OF SECTION 12.11 C

Section 12.11C of the **BEAUMONT** /SEIU Healthcare Michigan labor agreement provides that if an employee's scheduled overtime is cancelled, **BEAUMONT** will give the employee at least two hours notice except if circumstances requiring the canceling occur within such two hours. The Section also provides that if the required notice is not given, the employee will be permitted to work up to two (2) hours of overtime.

During the 2004 negotiations the **BEAUMONT** bargaining team advised the Union that the two (2) hour overtime minimum is to be furnished on the day on which the overtime was to be worked, rather than being furnished at another time.

In discussing the above cited provisions of Section 12.11C, **BEAUMONT** and the Union recognized that the cited provision does not apply to situations in which an employee is improperly bypassed for overtime. In situations involving the improper bypassing of an employee for overtime, **BEAUMONT** will continue to remedy such situations by offering the affected employee an available overtime opportunity in the future.

BEAUMONT HEALTH

**SERVICE EMPLOYEES' INTERNATIONAL
UNION, HEALTHCARE MICHIGAN**

Signed by the persons signing the labor agreement expiring **February 23, 2023.**

(b) (6), (b) (7)(C)

Patricia
8-17-20

(b) (6), (b) (7)(C)

Kelley Fildes
8/20/20

(b) (6), (b) (7)(C)

Karen Kothel
8/20/20

(b) (6), (b) (7)
(C)

8-14-20

Michelle Carr
8/24/2020

(b) (6), (b) (7)(C)

Cheryl L Robbs
8/20/20

(b) (6), (b) (7)(C)

8-14-202

(b) (6), (b) (7)(C)

8-14-2020

Letter of Agreement #11

In applying Section 5.8. if BEAUMONT, SEIU Healthcare Michigan, the Manager for the nursing unit where the opening exists, and the Manager for the station from which the employee bidding for the opening will transfer will agree, the employee will be eligible for the station transfer irrespective of their discipline record.

Signed by the persons signing the labor agreement expiring February 23, 2023.

(b) (6), (b) (7)(C)

08-14-2020

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8/14/2020
8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

Robert
8-17-20

Heley Filden
8/20/20

Karen Krotzki
8/20/20

Nichelle Carr
8/24/2020

Cheryl L Robbs
8/20/20

Letter of Agreement #12 Re: Employee Changing Classifications Within a Hospital

Section 2.13B of the 2007-2010 BEAUMONT HEALTH ("BEAUMONT") and SEIU, Healthcare Michigan ("SEIU") labor agreement provided a probationary period for an employee transferring from one classification to another classification ("new classification"). During the negotiations of their 2010-2015 labor agreement, BEAUMONT and SEIU agreed to delete Section 2.13B.

However, BEAUMONT and SEIU agreed that upon written agreement of BEAUMONT Human Resources at the applicable Hospital, the transferring employee's respective current and immediately former managers, the employee, and SEIU, the transferring employee will be permitted to return to his/her former classification, provided such written agreement is reached within the thirty day period commencing with the first day the transferring employee worked in the new classification, and ending twenty nine days after such first day.

BEAUMONT and SEIU agree that this Letter of Agreement only applies to a transfer within the applicable Hospital, and does not apply to a transfer from one Hospital to another Hospital.

Signed by the persons signing the labor agreement expiring February 23, 2023.

(b) (6), (b) (7)
(C)

08-14-2020

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

8-14-2020

(b) (6), (b) (7)(C)

8-14-2020

Patricia [Signature]
8-17-20

Kelly Fielder
8/20/20

Karen Korteck
8/20/20

Michelle Conner
8/20/2020

Cheryl L. Robbs
8/20/20

Letter of Agreement #13 – Uniforms

During the first full calendar week of January 1st of each year of the contract, BEAUMONT shall provide the uniforms for all employees required to wear uniforms, at no cost to the employees.

Full-Time employees shall receive five (5) full sets of uniforms and part-time employees will receive three (3) full sets of uniforms.

Uniforms are defined to include scrubs or any other item of clothing of a specific color or type which the Employer requires Employees to wear, such as shirts, pants, jackets or other items.

New employees hired into bargaining unit positions covered by the parties' contract will be provided the applicable uniforms as soon as such uniforms are available following the completion of the employees' probationary period.

Employees temporarily working in a different classification requiring a different uniform from that of their usual classification, will not be provided with that uniform, but may wear the uniform (or clothing) required by their usual classification.

Employees who permanently transfer from one classification to another bargaining unit classification, and who, as a result of that transfer, require a different uniform from that of their original classification, will be provided with uniforms upon completion of any applicable probationary or trial period.

Signed by the persons signing the labor agreement expiring February 23, 2023.

Patricia
RTT-20
Sherry Fildes
8/20/20
Karen Kuehler
8/20/20
Nickelle
8/20/20
Cheryl R Robbs
8/20/20

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: [Akeem Pack](#)
To: [Temple Kelly](#)
Subject: Re: LTR.07-CB-297648.Request Evidence.pdf
Date: Thursday, September 1, 2022 12:40:24 PM

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to [nlrbirc@nrlb.gov](mailto:nlrbc@nrlb.gov).

Hey Kelly,

I reached out again to the employer, and I have been informed their (b) (6), (b) (7)(C) is out until (b) (6), (b) (7)(C). I was referred to (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) absence, I have reached out to (b) (6) made the request for a copy of the corrective action and have not yet received a response. We have one of our organizers actually going to the facility soon, I'm going to ask if they can go to HR office and make the request in person.

Thank you,

Akeem Pack
Staff Attorney
SEIU Healthcare Michigan
3031 W. Grand Blvd, Suite 555
Detroit, MI 48202
248-761-0595

This message is intended only for the use of the individual or entity to whom it is addressed, is confidential, and may contain information that is privileged and exempt from disclosure under applicable law. Unless you are the addressee, or are authorized to receive this message for the addressee, you are hereby notified that any dissemination, distribution, or copying of this message, its attachments or any information contained in the message or attachments, is strictly prohibited. If you are not the addressee, please advise the sender by reply e-mail at akeem.pack@seiuhealthcaremi.org and delete the message and any attachments.

To ensure compliance with requirements imposed by the IRS, please be advised that, unless otherwise expressly indicated, any federal tax advice contained in this communication was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matter addressed herein.

On Sep 1, 2022, at 12:20 PM, Temple, Kelly <kelly.temple@nrlb.gov> wrote:

Hey Akeem,

Have you received the corrective action from the Employer?

Kelly

From: Akeem Pack <akeem.pack@seiuhealthcaremi.org>
Sent: Monday, August 22, 2022 5:32 PM
To: Temple, Kelly <kelly.temple@nrlb.gov>
Subject: Re: LTR.07-CB-297648.Request Evidence.pdf

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Hey Kelly,

below are the responses to the questions. Also a copy of the CBA. I have still not received the corrective action from the employer, I will send as soon as I receive it.

Thank you,

Akeem Pack
Staff Attorney
SEIU Healthcare Michigan
3031 W. Grand Blvd, Suite 555
Detroit, MI 48202
248-761-0595

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To ensure compliance with requirements imposed by the IRS, please be advised that, unless otherwise expressly indicated, any federal tax advice contained in this communication was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matter addressed herein.

On Jul 26, 2022, at 10:18 AM, Temple, Kelly <kelly.temple@nlrb.gov> wrote:

Good morning,

Attached are the questions I have in the above case. I have asked for a response by August 9. Please contact me with any questions.

Kelly Temple
Field Attorney
NLRB-Region 7

(313)335-8070 – Office
(202)288-6558 – Cell

<LTR.07-CB-297648.Request Evidence.pdf>

From: [Temple, Kelly](#)
To: [Carla Aikens](#)
Cc: (b) (6), (b) (7)(C), (b) (7)(D)
Subject: Re: (b) (6), (b) (7)(C), (b) (7)(D)
Date: Tuesday, September 20, 2022 10:01:28 AM

Thank you. I appreciate that.

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From: Carla Aikens <carla@aikenslawfirm.com>
Sent: Tuesday, September 20, 2022 10:00:11 AM
To: Temple, Kelly <kelly.temple@nlrb.gov>
Cc: (b) (6), (b) (7)(C), (b) (7)(D)@aikenslawfirm.com>
Subject: Re: (b) (6), (b) (7)(C), (b) (7)(D)

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We will circle back with (b) (6), (b) (7)(C), (b) (7)(D) again about this. Thank you.

On Tue, Sep 20, 2022, 8:31 AM Temple, Kelly <kelly.temple@nlrb.gov> wrote:

Sorry for my delayed response. I just returned to the office yesterday. The emails you attached are the emails I already have in the file.

At the bottom of page 5 of (b) (6), (b) (7)(C), (b) (7)(D) affidavit, (b) (6), (b) (7)(C), (b) (7)(D) states, (b) (6), (b) (7)(C), (b) (7)(D) At the top of page 6, (b) (6), (b) (7)(C), (b) (7)(D) states, (b) (6), (b) (7)(C), (b) (7)(D) I do not have a copy of either the (b) (6), (b) (7)(C), (b) (7)(D) or the (b) (6), (b) (7)(C), (b) (7)(D) email in the file. Please send to me ASAP.

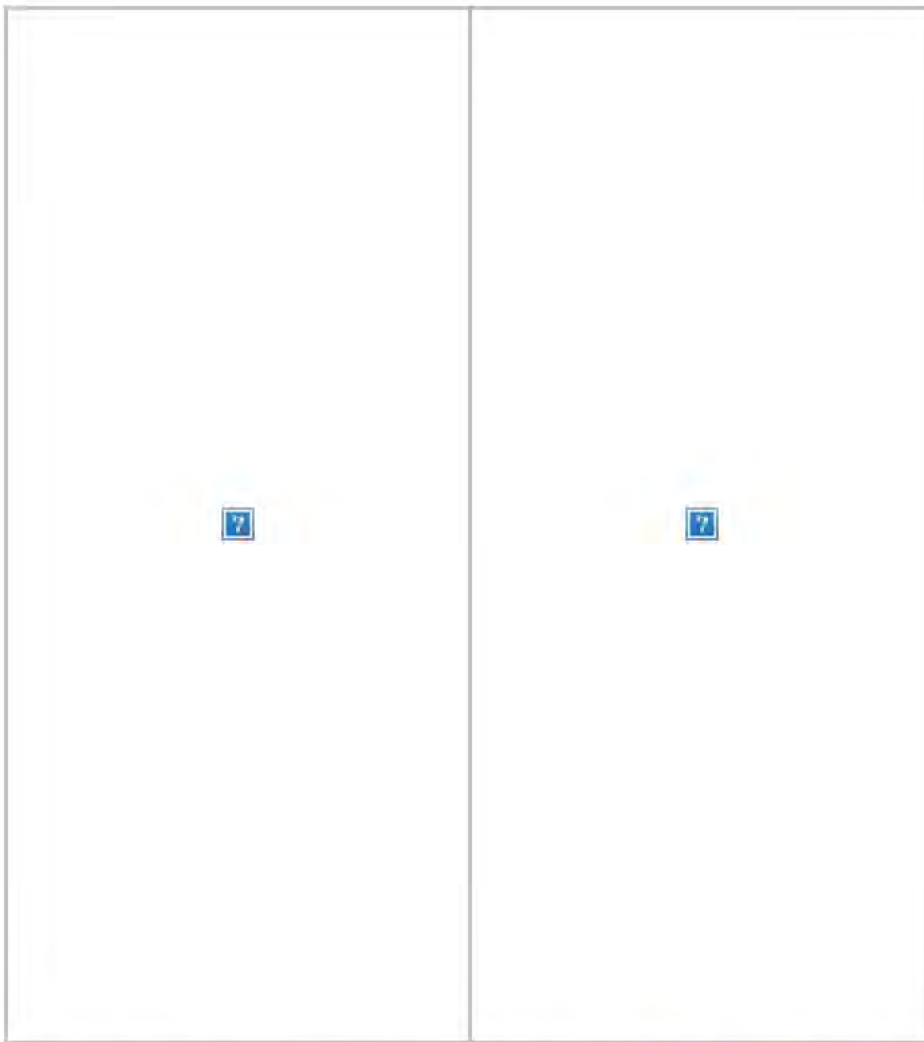
From: (b) (6), (b) (7)(C), (b) (7)(D)@aikenslawfirm.com>
Sent: Thursday, September 15, 2022 12:02 PM
To: Temple, Kelly <kelly.temple@nlrb.gov>
Cc: carla@aikenslawfirm.com
Subject: Re: (b) (6), (b) (7)(C), (b) (7)(D)

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Ms. Temple,

Are these the emails you are referring to?





On Mon, Sep 12, 2022 at 2:49 PM Temple, Kelly <kelly.temple@nrlb.gov> wrote:

Just checking to see if you were able to get the (b) (6), (b) (7)(C), (b) (7)(D) sent to (b) (6), (b) (7)(C), (b) (7)(D)? I need copies as soon as possible. In addition, has (b) (6), (b) (7)(C), (b) (7)(D) had an contact with the Union about (b) (6), (b) (7)(C), (b) (7)(D) corrective action?

Thank you.

From: Temple, Kelly

Sent: Tuesday, September 6, 2022 1:28 PM

To: (b) (6), (b) (7)(C), (b) (7)(D) <[aikenslawfirm.com](mailto:(b) (6), (b) (7)(C), (b) (7)(D)@aikenslawfirm.com)>

Cc: carla@aikenslawfirm.com

Subject: RE: (b) (6), (b) (7)(C), (b) (7)(D)

Good afternoon,

I have all of the emails (b) (6), (b) (7)(C), (b) (7)(D) discussed in (b) (6), (b) (7)(C), (b) (7)(D) affidavit except the (b) (6), (b) (7)(C), (b) (7)(D) email reply from (b) (6), (b) (7)(C). Could you provide these as soon as possible? Also, has (b) (6), (b) (7)(C), (b) (7)(D) had any contact with the Union about (b) (6), (b) (7)(C), (b) (7)(D) corrective action since (b) (6), (b) (7)(C), (b) (7)(D)?

Thanks.

From: Temple, Kelly
Sent: Wednesday, August 31, 2022 10:11 AM
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@aikenslawfirm.com>
Cc: carla@aikenslawfirm.com
Subject: RE: (b) (6), (b) (7)(C)

Thank you for reaching out. At this point, I have all that I need but will let you know if I need anything additional.

From: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@aikenslawfirm.com>
Sent: Friday, August 26, 2022 3:10 PM
To: Temple, Kelly <kelly.temple@nrlb.gov>
Cc: carla@aikenslawfirm.com
Subject: Re: (b) (6), (b) (7)(C)

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Good afternoon,

I was just checking in to see if you needed anything else from us or an update regarding this case.

On Thu, (b) (6), (b) (7)(C) 2022 at 11:28 PM (b) (6), (b) (7)(C), (b) (7)(D) @aikenslawfirm.com> wrote:

Ms. Temple,

Please see attached the signed affidavit by (b) (6), (b) (7)(C), (b) (7)(D)

Thank you.

--

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Carla D. Aikens

and Rejanaé Brooks and DaiChanai Jones



615 Griswold St., Suite 709

Detroit, MI 48226

P: (844) 835-2993, Ext. (b) (6)

F: (877) 454-1680

(b) (6), (b) (7)(C) @aikenslawfirm.com

--

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Carla D. Aikens

and Rejanaé Brooks and DaiChanai Jones



615 Griswold St., Suite 709

Detroit, MI 48226

P: (844) 835-2993, Ext. [REDACTED]

F: (877) 454-1680

(b) (6), (b) (7)(C)@aikenslawfirm.com

From: [Akeem Pack](#)
To: [Temple, Kelly](#)
Subject: Re: 07-CB-297648
Date: Thursday, (b) (6), (b) (7)(C) 2022 4:39:06 PM

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to nlrirc@nrlb.gov.

The Union did not reach out to (b) (6), (b) (7)(C) directly, (b) (6) is represented by outside counsel. I spoke with Counsel listed on the paperwork I have (Daichanai Jones), who informed me (b) (6) was no longer at the firm. (b) (6) put me in contact with another attorney at the firm that represents (b) (6), (b) (7)(C), Carla Aikens. The contact information listed for Ms. Aikens (844) 835-2993 is invalid. I reached back out to DaiChanai who just recently provided me with an email address (b) (6), (b) (7)(C) @aikenslawfirm.com) that I am going to try. Would you like me to CC you on that email?

Thank you,

Akeem Pack
Staff Attorney
SEIU Healthcare Michigan
3031 W. Grand Blvd, Suite 555
Detroit, MI 48202
248-761-0595

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To ensure compliance with requirements imposed by the IRS, please be advised that, unless otherwise expressly indicated, any federal tax advice contained in this communication was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matter addressed herein.

On (b) (6), (b) (7) 2022, at 4:20 PM, Temple, Kelly <kelly.temple@nrlb.gov> wrote:

CAUTION: This email and any attachments may contain Controlled Unclassified Information (CUI).

Thank you. Has the Union contacted (b) (6), (b) (7)(C)? If so, when and how? If it was an email, can you please send me a copy.

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From: Akeem Pack <akeem.pack@seiuhealthcaremi.org>
Sent: Thursday, (b) (6), (b) (7)(C) 2022 4:07:51 PM
To: Temple, Kelly <kelly.temple@nrlb.gov>
Subject: Re: 07-CB-297648

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Hey Kelly,

Yes (b) (6), (b) (7)(C) submitted the grievance and is having a meeting the management in the morning regarding the matter. I will email you a copy of the grievance. (b) (6), (b) (7)(C) communicated that (b) (6) will send a copy of the grievance tonight. Also, I will update the substance of tomorrow's meeting with management once I received details from (b) (6), (b) (7)(C).

Thank you,

Akeem Pack

Staff Attorney
SEIU Healthcare Michigan
3031 W. Grand Blvd, Suite 555
Detroit, MI 48202
248-761-0595

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To ensure compliance with requirements imposed by the IRS, please be advised that, unless otherwise expressly indicated, any federal tax advice contained in this communication was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matter addressed herein.

On (b) (6), (b) (7) 2022, at 1:51 PM, Temple, Kelly <kelly.temple@nrlb.gov> wrote:

CAUTION: This email and any attachments may contain Controlled Unclassified Information (CUI).

Akeem,

Has the Union asked the Employer to file a grievance in the above matter?

Kelly Temple
Field Attorney
NLRB-Region 7

(313)335-8070 – Office
(202)288-6558 – Cell

From: [Akeem Pack](#)
To: (b) (6), (b) (7)(C) @aikenslawfirm.com
Cc: [Temple, Kelly](#)
Subject: Case No. 07-CB-297648
Date: Thursday, (b) (6), (b) (7)(C) 2022 5:16:26 PM

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to [nlrbirc@nlrb.gov](mailto:nlrbiirc@nlrb.gov).

Good afternoon,

This email is for Carla D. Aikens. My name is Akeem Pack, I am the attorney for SEIU Healthcare Michigan. I am emailing because you are one of the attorney's listed as the representative for (b) (6), (b) (7)(C), in the matter 07-CB-297648 with the National Labor Relations Board. The Union wanted to provide (b) (6), (b) (7)(C) with an update regarding the grievance related to this case. The Union did not reach out to (b) (6), (b) (7)(C) directly, but instead am reaching out here to (b) (6), (b) (7)(C) legal representative.

I am emailing to inform you that the Union has filed another grievance regarding the matter related to this case. The Union is set to have a meeting with the employer tomorrow regarding the filing of the grievance, and will provide you with an update at the process progresses. Please feel free to reach out to me directly if you have any questions. I have CC'd Board Field Attorney Kelly Temple on this email thread for her reference.

Thank you,

Akeem Pack
Staff Attorney
SEIU Healthcare Michigan
3031 W. Grand Blvd, Suite 555
Detroit, MI 48202
248-761-0595

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promoting, marketing or recommending to another party any tax-related matter addressed herein.

From: Akeem Pack <akeem.pack@seiuhealthcaremi.org>
Sent: Tuesday, November 8, 2022 5:25 PM
To: Temple, Kelly
Subject: Re: 07-CB-297648

CAUTION: The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to [nlrbirc@nlrb.gov](mailto:nlrbiirc@nlrb.gov).

Hey Kelly,

I hope all is well your way! Wanted to get you a copy of the Grievance. The employer is giving us some pushback because we don't have (b) (6), (b) (7)(C) signature. With (b) (6), (b) (7)(C) signature the employer may be willing to process this matter. I still have not heard back from (b) (6), (b) (7)(C) attorney.

Thank you,

Akeem Pack
Staff Attorney
SEIU Healthcare Michigan
3031 W. Grand Blvd, Suite 555
Detroit, MI 48202
248-761-0595

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SEIU Healthcare[®]

United for Quality Care

GRIEVANCE REPORT

If you believe that an action is in violation of your contract and has not received a satisfactory solution, complete this form, include any accompanying attachments and follow contract guidelines for submission. Your Union Steward should be present during all discussions of your grievance with the Supervisor.

Name of Aggrieved **(b) (6), (b) (7)(C)** Phone _____

Address _____ City _____ State _____ Zip _____

Date of Hire **(b) (6), (b) (7)(C)** Employer _____

Department/ Occupation **(b) (6), (b) (7)(C)** Wage Rate \$ _____ per _____ Shift _____

Status **(b) (6), (b) (7)(C)**

Signature _____ Date/Time Presented to _____
Steward _____

Grievance

(Please describe the incident that violated the contract, specifying the Article/Section/Policy violated)

(b) (6), (b) (7)(C) states that the employer incorrectly gave **(b) (6), (b) (7)(C)** discipline. The employer disciplined **(b) (6), (b) (7)(C)** for not contacting the benefit advisor or supervisor regarding a patient who was paying cash. **(b) (6), (b) (7)(C)** states **(b) (6), (b) (7)(C)** gave **(b) (6), (b) (7)(C)** workflow pamphlet, but **(b) (6), (b) (7)(C)** states **(b) (6), (b) (7)(C)** wasn't trained regarding this pamphlet.

Please add additional articles where applicable

Resolution We feel this is an unjust disciplinary action and would like this removed from **(b) (6), (b) (7)(C)** file/record.

Work-site Leader Signature _____ Date _____ Time _____

On (b) (6), (b) (7)(C) 2022, at 1:51 PM, Temple, Kelly <kelly.temple@nlr.gov> wrote:

CAUTION: This email and any attachments may contain Controlled Unclassified Information (CUI).

Akeem,

Has the Union asked the Employer to file a grievance in the above matter?

Kelly Temple

Field Attorney
NLRB-Region 7

(313)335-8070 – Office
(202)288-6558 – Cell

From: [Temple, Kelly](#)
To: [Carla Aikens](#)
Subject: SEIU Healthcare Case 07-CB-297648
Date: Monday, November 21, 2022 4:18:00 PM

Ms. Aikens,

The Regional Director has made a decision in Case 07-CB-297648 that you filed on (b) (6), (b) (7)(C) behalf against SEIU Healthcare (Union). The Regional Director has decided to dismiss the allegations involving the Union's failure to file a grievance on (b) (6), (b) (7)(C) discipline. Please call me if you want to discuss further.

From here you have a few options. You can have a dismissal letter issue. If you decide to have the dismissal letter issue you and/or (b) (6), (b) (7)(C) will be able to appeal the Regional Director's decision to our Office of Appeals in Washington D.C. The instructions on how to appeal are included with the dismissal and you can always call our office with questions. If you decide on a dismissal letter, you will need to tell me if you want a long form or a short form dismissal. A long form will give a couple of sentences stating why the Regional Director made the decision she made. A short-form dismissal will say that there was "insufficient evidence".

Your other option is to withdraw the charge against the Union but you would be unable to appeal the Regional Director's decision regarding those allegations to our Office of Appeals in Washington D.C. A copy of either the dismissal letter or withdrawal letter will be sent to the Employer, Union, and yourself.

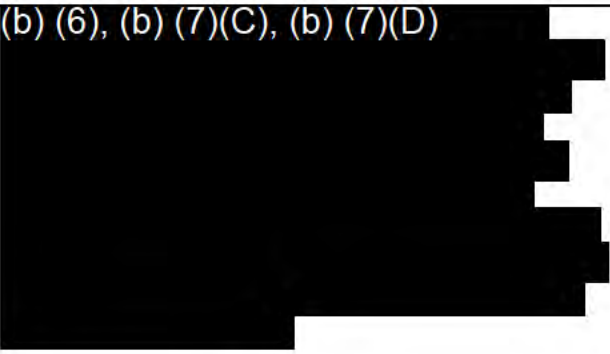
Please let me know by **close of business, Friday, November 25, 2022**, if you want a dismissal letter or withdrawal letter to issue. If you decide on a dismissal letter please let me know if you would like a long form or a short form dismissal letter. If I do not hear from you by the close of business Friday, November 25, a long form dismissal letter will issue on Monday, November 28.

Kelly Temple
Field Attorney
NLRB-Region 7

(313)335-8070 – Office
(202)288-6558 – Cell

Case Name: SEIU Healthcare Michigan (Beaumont Health)
Case No.: 07-CB-297648
Agent: Field Attorney KELLY TEMPLE

CASEHANDLING LOG

Date	Person Contacted	Method of Contact	Description of Contact or Activity
6-6-22 through 6-17-22			Working on MedStar trial with FA Ritzman. 07-CA-283434
6-20-22 thru 6-21-22			Federal Holiday and regularly scheduled off day
6-23-22	Carla Aikens (CP atty)		<p>Left message that I am in office today and tomorrow and then out until July 12. I would like to set up an affidavit appointment for the week of July 12 when I return.</p> <p>Aikens (b) (6), (b) (7)(C) called. (b) (6), (b) (7)(C) is available on July 12. We agreed to 11:00 a.m. via zoom. They will send link to CP (b) (6), (b) (7)(C). I asked that (b) (6), (b) (7)(C) send any written communications to and from U.</p>
6-24-22 to 7-12-22			On annual leave
(b) (6), (b) (7)(C) -22			<p>(b) (6), (b) (7)(C), (b) (7)(D)</p> 
7-13-21	Carla Aiken 1:00 p.m.		Left message. I emailed Aikens yesterday asking for emails. I have received no response. I left message asking for the same.

Date	Person Contacted	Method of Contact	Description of Contact or Activity
7-20-22	Akeem Pack, SEIU atty		He will be providing a position statement. I told him I would send questions early next week.
8-9-22	FA temple		Atty Pack called. (b) (5) [REDACTED]
10-18-22			Spoke to U atty Akeem Pack. The Union is going to file a grievance on CP's January discipline. Since CP is represented by counsel, the U atty is going to contact CP's counsel to let her know that the U is going to file a grievance (b) (5) [REDACTED] Once that is done, he will forward the correspondence to me.
10-26-22			Spoke to Akeem Pack. (b) (5) [REDACTED]
11-21-22	Akeem Pack		(b) (5), (b) (6), (b) (7)(C) [REDACTED]



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

December 13, 2022

Carla D. Aikens, Attorney
Carla D. Aikens, P.L.C.
615 Griswold Street, Suite 709
Detroit, MI 48226

Re: SEIU Healthcare Michigan
(Beaumont Health)
Case 07-CB-297648

Dear Ms. Aikens:

We have carefully investigated and considered your charge that SEIU Healthcare Michigan has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

You allege that the Union refused to process a grievance on behalf of your client, [REDACTED] for arbitrary or discriminatory reasons, or in bad faith.

The investigation disclosed that on about [REDACTED] 2022, [REDACTED] received a corrective action from the Employer. The investigation further disclosed that there is a collective bargaining agreement between the Employer and Union that provides that an aggrieved employee shall reduce a grievance to writing and deliver it to the Employer within three working days. Ultimately, no grievance was filed within the contractual timelines. Although on several occasions [REDACTED] discussed or made attempts to discuss with the Union the prospect of filing a grievance over the corrective action, [REDACTED] had the contractual responsibility for filing a timely grievance based on the parties' contractual language.

The National Labor Relations Act accords a labor organization broad discretion in carrying out its obligation to represent employees, absent evidence that its actions are based on discriminatory, arbitrary, or bad faith reasons, such as retaliating against employees because of their anti-union activity, internal union political activity, lack of union membership, or because of their race, creed, gender, color, or country of national origin.

There was insufficient evidence to establish that the Union's actions were arbitrary, discriminatory, or in bad faith. At most, the Union's failure to file a grievance on [REDACTED] behalf, or consistently respond to [REDACTED] inquiries about such, arguably constituted negligence, and mere negligence, without more, is insufficient to establish that the Union's actions unlawfully breached its duty of fair representation to [REDACTED]. Accordingly, further proceedings on your charge are unwarranted.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlr.gov. See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at www.nlr.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me. The main telephone number for the Office of Appeals is **(202)273-3760**.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

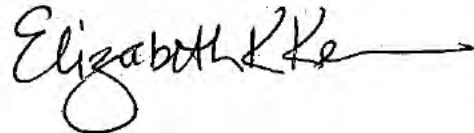
Appeal Due Date: The appeal is due on **December 27, 2022**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than December 26, 2022. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before December 27, 2022**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after December 27, 2022, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence

at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

A handwritten signature in black ink, appearing to read "Elizabeth Kerwin", with a long horizontal flourish extending to the right.

Elizabeth Kerwin
Regional Director

KT:kar

Enclosure

cc: (b) (6), (b) (7)(C)
SEIU Healthcare Michigan
3031 West Grand Boulevard
Detroit, MI 48202

Akeem Pack, Esq.
SEIU Healthcare Michigan
3031 West Grand Blvd.
Suite 555
Detroit, MI 48202

(b) (6), (b) (7)(C)

Beaumont Health
5400 Fort Street
Trenton, MI 48183

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:


Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

1. **Extension of Time:** This document is used when the Charging Party is asking for more time to efile an Appeal.
 - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
 - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.
 2. **File an Appeal:** If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.
 - Only **one (1) Appeal** can be e-filed to **each** determination in the Region's decision letter that is received.
 - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.
 3. **Notice of Appearance:** Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.
 - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
 - This document can be e-filed **before** an Appeal is e-filed.
 4. **Correspondence:** Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.
 - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
 5. **Position Statement:** The Charging Party or Charged Party may e-file a Position Statement.
 - The Charging Party will e-file this document as a supplement of the Appeal.
 - The Charged Party will specifically file one to support the Region's decision.
 - This document should be e-filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
 6. **Withdrawal Request:** If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.
 - This document should be e-Filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
- 
7. The selections of **Evidence** or **Other** should no longer be used.
 8. If you need to contact the Office of Appeals, please call **(202)273-3760**.